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The Solicitors' Journal

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APPOINTMENT OF TOWN CLERK.

Applications are invited for the appointment of TOWN CLERK for the Borough.

Candidates must not be less than 35 nor more than 45 years of age on the 1st January, 1934, and must be qualified SOLICITORS and have had previous municipal experience.

The gentleman appointed will be required to devote the whole of his time to the duties of the office and he will not be permitted to engage in private practice of any kind.

In addition to his statutory duties, the Town Clerk will be required to act as advisor to the Council on all legal matters and carry out Parliamentary work and conveyancing, be responsible for the proper conduct of High Court, County Court and Police Court proceedings. The duties will also include those of the Clerk to the Local Pension Committee, the Higher Education Committee and Rating Authority, and also Registrar of Local Land Charges. The Town Clerk will be required to carry out all other duties which may devolve upon him at any time by statute or which may be required by the Council, including the preparation of the Electors' List for the eight Wards of the Borough for the Registration Officer of the Parliamentary Borough of Richmond.

The salary will be an inclusive one of £1,000 per annum, rising, subject to satisfactory service, by annual increment of £50 to £1,200 per annum.

All costs, fees and other emoluments in respect of the appointments held at any time by the Town Clerk, other than his salary, must be paid into the accounts of the Corporation.

The Local Government and Other Officers' Superannuation Act, 1922, has been adopted; the appointment is an Established Post and the selected candidate will be required to pass a medical examination and to contribute to the Superannuation Fund.

The appointment will be subject to termination by three months' notice on either side.

Applications, accompanied by copies of not more than three recent testimonials, must be sent so as to be received by the undersigned not later than 12 o'clock noon on Saturday, the 4th November, 1933.

Canvassing directly or indirectly by (or in favour of) any candidate will be a disqualification.

WM. THOS. GOODALE,
Town Clerk.

Council House,
Mortlake, S.W.14.
11th October, 1933.

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F. E. WARBRECK HOWELL,
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Town Hall,
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5th October, 1933.

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The Solicitors' Journal

VOL. LXXVII. **Saturday, October 14, 1933.** No. 41

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Current Topics.

Three Divisions of the Court of Appeal.

It must have caused surprise to many well versed in the law to see the Court of Appeal sitting in three divisions, one at least of which bears a very unfamiliar aspect. Indeed, it is possible that not a few members of the Bar were quite unaware that such a triple division could exist. The Supreme Court of Judicature Act, 1925, s. 68 (3), however, specifically provides that the Court of Appeal "may sit in three divisions at the same time," so long as there is compliance with the rule that there must be at least three judges to hear a final and two for an interlocutory appeal. Turning to the personnel, the Lord Chief Justice is an unfamiliar figure in the Court of Appeal of which he is an *ex-officio* member ranking immediately after the Lord Chancellor. Lord Wright and Slesser, L.J., are sitting with him, the presence of the former being a reminder that certain Lords of Appeal in Ordinary, including his lordship, are also *ex-officio* members of the court. This right is contained in s. 6 (2) of the Supreme Court of Judicature Act, 1925, the qualification being expressed in the following words: "any Lord of Appeal in Ordinary who at the date of his appointment would have been qualified to be appointed an ordinary judge of the Court of Appeal, or who at that date was a judge of that court." Thus, though the spectacle is an unusual one, it has been a possible occurrence for the past eight years; but this is, we believe, the first time that the powers given in the Act have been put into use. It will be interesting to see whether this will prove to be an isolated instance or whether if the present shortening of the Long Vacation continues, the Court of Appeal will always sit in three divisions at this time of the year. To prophesy would be idle, but it is worthy of note that when the Judicial Committee commenced sitting in two divisions it was regarded merely as a temporary expedient, whereas now it is usually so constituted.

Lord Darling.

The announcement that Lord Darling is bringing out a fresh volume of verse, under the title "Autumnal Leaves," besides being an interesting item of literary news, affords evidence, if that were needed, that, despite his great age, the noble lord's intellectual eye is not dim nor his natural force abated. Not very many books have come from his pen, the more's the pity, but the diligent student as he turns over the law reports may find himself rewarded by discovering many a wise and witty observation or some classical allusion happily applied which fell from Lord Darling's lips and has lightened the page on which it is found. Recently, in the course of his miscellaneous reading, the present writer met with two excellent stories illustrative of Lord Darling's nimble wit, one coming down from the seventies of last century, when he was still at the Bar, the other from his early days on the Bench. The first is probably the earliest recorded of his witticisms; it occurred in the course of a case in which Mr. Darling, as he was then, was engaged before Baron Huddleston, where his client sued a Parsee on a bill of exchange. It seemed a very prosaic case, not likely to lend itself to humour of any kind; but when the defendant went into the witness box the case took a curious turn. How should the Parsee be sworn? A long argument began, which eventually ended by the judge's ruling that the defendant should unbutton his coat and take the oath with his hand thrust inside a coloured thread which encircled his waist. "The thread of the Parcæ," was Mr. Darling's felicitous comment on this strange proceeding. Who but he would have thought of the classical allusion? The later story had its setting in the course of the hearing of an appeal from the decision of a revising barrister in the days while that functionary still existed, and little dreaming of his extinction, without compensation, before many years elapsed. Counsel for the appellant was vigorously impugning the decision appealed from and maintaining that the revising barrister had gone outside the facts in dispute, thus forgetting the familiar maxim that the cobbler should stick to his last. At this stage of the argument Mr. Justice Darling intervened by saying that the maxim in question had no application to persons exercising judicial functions, but applied to "sutors" only. Could anything have been neater? Obviously Lord Darling has never had any sympathy with that austere maxim of Pascal: "*Diseur de bons mots, mauvais caractère*"

Property in Rent Books.

In our issue of 16th September last, when discussing rent books, we made an observation for the purpose of which it was assumed that these books are always the property of the tenant. This has been challenged by a correspondent, who contends that the ownership remains in the party paying for the book, and who asks us for judicial authority to support our assumption. We do not think the point has as yet been judicially decided. Our view is based on general principles. The rent books we were dealing with were those referred to in the Statement of Rates Act, 1919, s. 2 (which, incidentally, says "rent-book, rent-card and any document used for the notification or collection of rent due or for the acknowledgment of the receipt of the same"), the Housing Act, 1925, and the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, ss. 8 and 14 (which speak of "and similar document"). These provisions, of course, do not refer to any record kept by the landlord, but to the books issued to the tenant in which receipt of rent is acknowledged. It seems to us that there can be no difference between a number of separate receipts on separate pieces of paper and a number of receipts on pieces of paper bound together in book form, even if, for the sake of convenience, the book usually contains some blank pages. The intention of the parties must be to provide the tenant with documentary evidence, and with documentary evidence which will survive the term. If in an ordinary transaction a person paying £2 or upwards demanded a receipt pursuant to the Stamp Act, 1890, s. 103 (2), the payee would, we take it, be bound to supply materials as well as labour. On more general ground still, a receipt may be considered a species of letter, and it has been "held over and over again" that the property in the paper and ink used in

a letter belongs to the recipient. The copyright, of course, remains in the writer. In the case of the new notices to be inserted in rent books of controlled tenancies, the Minister of Health has drafted a form; but it need not be used, as long as substantially the same effect is attained. So if any landlord, in his enthusiasm for this legislation, cares to paraphrase the form in blank or other verse, he may do so and will be able to restrain his tenants from reciting the result in public.

Demolition Orders and Bureaucracy.

A SHORT account of certain proceedings in Leicester County Court, given in *The Times* of 10th October, must have been good reading to those familiar with the warnings contained in Lord HEWART'S "The New Despotism" and similar writings. The proceedings were appeals, not against decisions of the registrar, but against the corporation in respect of demolition orders made in connection with slum clearance. Till just over three years ago, a houseowner in the position of the appellant could have appealed to the Minister of Health only, and according to some, this procedure was an appeal from Julius to Cæsar. According to others, it was often even less satisfactory; for while one knew whom one was appealing from (for owners always had, as they still have, a statutory right to be heard when the matter is considered) the appeal was decided by a civil servant whose identity was never disclosed. All this was done away with by s. 22 of the Housing Act, 1930, under which aggrieved owners may appeal to the the county court against demolition orders, closing orders, notices requiring the execution of works and other measures of a similar nature. The decision of the judge is final as far as the facts are concerned, and while some may regret that the issues cannot be decided by a jury, others will be content with the transference of these questions from administrative to judicial bodies

Companies and the Rent Restriction Acts.

THE new Rent Restrictions Act of 1933 evidently raises various problems which will sooner or later have to be solved by the courts. But the possibilities of the original Act of 1920 in this direction are not yet exhausted. The Court of Appeal (Lord HEWART, C.J., Lord WRIGHT and SLESSER, L.J.) has just held in *Hiller* v. *United Dairies (London), Ltd.* (see *The Times*, 7th October) that a limited company is not entitled to claim the protection of the Rent (Restrictions) Acts. There is a previous decision to that effect by a Divisional Court in *Reidy* v. *Walker* [1933] 2 K.B. 266, 77 SOL. J. 267; but in the present case the facts were somewhat different, and it was strenuously argued that if *Reidy* v. *Walker* was not distinguishable it was wrongly decided. The Court of Appeal, therefore, in dismissing the appeal has affirmed *Reidy* v. *Walker*. The lease in *Hiller's Case* was of a shop in Wood Green to be used only for a dairyman's business, the term being twenty-six years from 1905 at £62 per annum. When the lease expired on 25th December, 1931, the premises had been assigned to and were in the possession of the United Dairies (London), Ltd., a company owning some 600 shops. The company refused to give up possession, and claimed to be protected by the Rent (Restrictions) Act, 1920. The premises consisted of a shop on the ground floor with living rooms over the shop in the occupation of the defendants' local manager, and the value of the property had greatly increased since the lease was granted in 1905. The county court judge made an order giving the plaintiff possession, and on appeal the Divisional Court held that the case was covered by *Reidy* v. *Walker*. The Court of Appeal applied the principle, which it laid down definitely in *Skinner* v. *Geary* [1931] 2 K.B. 546, that a tenant who did not use the house as a residence for himself or his wife and children was not protected by the Acts. SCRUTTON, L.J., there said that the Act could not apply to protect a tenant who did not occupy the house as his home, to which if absent for a time he intended to return. A man who did not live in his house and did not intend to do so was withdrawing it from circulation and preventing other people from occupying it. A company, though it is bound to have a registered office somewhere, cannot be said to be resident in any premises which it occupies by its officers and servants; its occupation has no domestic quality, even if for commercial purposes it provides lodgings for a manager. It is true that in one or two of the earlier cases, such as *Duke of Richmond* v. *Dewar & Cadogan Hotel* (1921), 38 T.L.R. 151, relief was granted under the Acts to limited companies, but the point was not then taken, and recent cases have made it impossible to say that they are protected.

Dangerous Gas Cylinders.

THE increasing danger of modern life is constantly producing fresh problems for solution by the courts. In *Pattendon* v. *Beney*, 77 SOL. J. 732, the widow of a dust collector employed by a local authority claimed damages under the Fatal Accidents Act, 1846, for the death of her husband, from a doctor whose wife, it was alleged, had asked the deceased to collect four metal cylinders which were lying on the ground. While the dust collector who was with the plaintiff's husband was collecting the refuse from another house he heard a loud explosion, and on returning to the road found the deceased sitting on the pavement in great pain and one of the cylinders was lying on the road with its cap off. The deceased was taken to the hospital where he died next day from internal injuries caused by a blow in the stomach. The claim was based on the negligence of the defendant or his agent in handing the cylinders to the deceased and his fellow collector without explaining their nature. The jury found (1) that there was not sufficient evidence to show that the deceased was killed as the result of the explosion of the cylinder, but in their opinion the cause of death was the handling of the cylinder; (2) that assuming that it was dangerous, the defendant did not know, but ought to have known, that it was dangerous, and that the deceased was not guilty of contributory negligence. The damages were assessed at £600. Mr. Justice HORRIDGE, however, found for the defendant on the ground that the first finding of the jury disposed of the case in his favour. He found in addition, however, that as the case of *Bates* v. *Batey & Co., Ltd.* [1913] 3 K.B. 351, had not been specifically overruled by *M'Alister* v. *Stevenson* [1932] A.C. 562, it was a binding authority, and the finding of the jury that the defendant ought to have known that the cylinder was dangerous did not make him liable, even if, in fact, it was dangerous. The authorities on the question of the handling of dangerous articles are by no means in a satisfactory state. Although *Bates* v. *Batey & Co., Ltd., supra*, was not specifically overruled by *M'Alister's Case*, it is open to question whether it was not impliedly overruled. It will be remembered that in the latter case (sometimes known as the "snail in the bottle" case) it was held that the manufacturer was liable to the consumer, apart from any contract for any defect in a manufactured article intended for domestic use rendering it dangerous, where there was no possibility of immediate examination in its passage from manufacturer to consumer. All the authorities were reviewed by the House of Lords in that case, and *George* v. *Skivington*, L.R. 5 Ex. 1, an important case conflicting with *Bates* v. *Batey & Co., Ltd., supra*, and which HAMILTON, J., in *Blacker* v. *Lake and Elliott*, 106 L.T. 533, said was as nearly disaffirmed as possible, was specifically upheld. "Salmond on Torts," 6th ed., 1924, pp. 470, 471, expressly prefers the authority of *George* v. *Skivington* to that of *Bates* v. *Batey & Co., Ltd.*, and in a note adds that the decision in *Bates' Case* may probably be justified on the ground that there was no evidence of negligence to go to the jury. Amid the welter of decisions it is somewhat difficult to discover exactly how the law stands with regard to the delivery of dangerous chattels and an authoritative pronouncement on the subject from a higher tribunal would be most welcome.

Decontrol and New Leases.

In his paper on the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, read at the recent Annual Provincial Meeting of The Law Society (reported 77 Sol. J. 702), Mr. F. G. Jackson appears to have laid down the proposition that any "Class A" tenant who receives notice requiring possession is entitled to demand a new lease under s. 5 of L.T.A., 1927. This proposition has been supported in other quarters, and when considering its validity one must, of course, disabuse one's mind of any knowledge one may or may presume to have of the intentions of the Legislature. The fact that s. 1 (6) of the new Act, which did not appear in the original Bill, was inserted at the last minute because it occurred to someone that the statutory tenant of a shop-and-dwelling-house who had worked up a goodwill which would remain attached to the premises ought to have the same rights as a contractual tenant is of no importance when the resultant words are to be construed by a court of law.

The sub-section in question makes reference to some which precede it. The earlier sub-sections provide for decontrol; then come (4) and (5), which give the tenant a right of retaining possession until the expiration of a month's notice. Now it is important to observe, for present purposes, that the two sub-sections speak of three varieties of month's notice. In (4) the tenant's position is made to depend upon the service of a notice that he is required to give up possession or a notice that he will be required to give up possession unless a new tenancy be agreed before the specified date. In (5) mention is made of a notice under (4) containing (or accompanied by) an offer of terms plus an intimation that retention of possession will amount to acceptance if no other terms are agreed. To express the position in colloquial rather than in Parliamentary or professional language, the landlord may say either (*a*) "Clear out by . . . next," or (*b*) "Clear out by . . . next if we don't strike a bargain," or (*c*) "Clear out by . . . next, or else [say] pay so much and do your own repairs; and this is what you'll have to, by the Act, if you don't clear out and we don't strike any other bargain."

One may now ask why, after providing for two alternative notices, categorical and conditional (quite unnecessarily, of course—for there is nothing to prevent parties from negotiating after a categorical notice), does the Act go on to concern itself with offers which may be made under the existing law? It will then be seen that the relevant part of sub-s. (5) has quite a different object in view from that of sub-s. (4); its effect is to modify, not the law as to possession, but that of Evidence. It enacts that Implied Demise may be proved, contrary to the common law, by mere occupation after receipt of an offer, regardless of whether rent has been paid or any other act can be cited as evidencing the acceptance of a grant.

Coming now to sub-s. (6), this must, in order to do justice to the question, be set out:—

> "Where upon the expiration of such a notice as aforesaid a tenant ceases to be entitled by virtue of this Act to retain possession of a dwelling-house, the provisions of the Landlord and Tenant Act, 1927, shall apply in respect of the premises as if they had been held under a lease (as defined by that Act) terminated by that notice, *and if*, before the expiration of the notice, either—
>
> (*a*) the tenant has, under section five of that Act, served on the landlord a notice requiring a new lease of the premises; or
>
> (*b*) the landlord has, under section two or section four of that Act, served on the tenant notice that he is willing and able to grant to the tenant or obtain the grant to him of a renewal of the tenancy,
>
> so much of the last foregoing subsection as provides that in the circumstances therein mentioned the tenant of a dwelling-house will, *if* he retains possession thereof after the expiration of a notice requiring him to give up possession, be deemed to do so upon terms offered by the landlord, shall not apply."

The "and" which appears in italics divides the sub-section into two enactments which are mutually independent. The scope of the second part, the acting words of which are "so much of the last foregoing section . . . shall not apply" is defined by two sentences commencing with "if"; hence the putting into italics of the two "if's," which are wide apart. By virtue of the second "if," it is clear that this enactment concerns the above-mentioned modification of the law of Evidence and Implied Demise only. The only effect of what follows "and" is that the third kind of notice: (*c*) "Clear out by . . . next or else pay so much and do your own repairs, and this is what you'll have to, by the Act, if you don't clear out and we don't strike some other bargain" will not create a new tenancy, though no other agreement is reached, if the machinery for new leases under L.T.A., 1927, has been set in motion.

That disposes of the second part of the sub-section. But we have still to inquire what the Act means when it says that L.T.A., 1927, applies to premises of the decontrolled "Class A," as if they had been held under a lease as defined by that Act, when notice requiring possession has been given.

Legislation by reference is nothing new; but generally the reference is to certain sections or certain purposes of the statute referred to. In this case the only indication of an intention to limit purpose is to be found in the words "ceases to be entitled," and "*had* been held." And there is an added difficulty which can be expressed by recalling the numerous judicial utterings stressing the fact that the Rent Acts apply to premises, not persons; operate *in rem*, not *in personam*. This cannot be said of L.T.A., 1927.

What are the courts going to make of it? Here is what is deemed to be an expiring lease under L.T.A., 1927—how do its provisions affect it?

The whole of Pt. I of L.T.A., 1927, is limited to business premises as defined in s. 17. These include provisions for compensation for improvements, for goodwill, and for offers of and claims for new leases. If the new Rent Act applies the whole of L.T.A., 1927, it must necessarily apply s. 17. For this reason alone it is hard to see how a tenant of purely residential "Class A" property could, on receipt of notice requiring possession, invoke s. 5. Or, indeed, how he could go on to satisfy the numerous conditions as to proving goodwill.

In so far as the proposition to the contrary is due to the influence of the second part of the sub-section, it is of interest to note that the three L.T.A. notices referred to are those of intention to claim a new lease and those offering a new lease; that under s. 2 is an offer calculated to stifle a claim for compensation for improvements. And no tenant of controlled premises of purely residential character can ever make such a claim; for, in order to qualify, he must have given notice of intention to make the improvements (s. 3); and such notice could be given only in the case of business premises.

Part II of L.T.A., 1927, contains one section (s. 18) affecting the rights and duties of parties at the end of a lease, namely, that limiting damages for non-repair. This could conceivably be applied to decontrolled "Class A" premises held originally on repairing leases, and here the effect of s. 1 (6) of the 1933 Act would be to apply s. 18 of L.T.A. as if the definition of "lease" in s. 25 included the peculiar relationship of landlord and tenant of decontrolled property. The other sections of Pt. II cannot be made applicable, e.g., that dealing with the implied proviso as to not reasonably refusing consent in the case of a covenant against alienation; there is no alienation of controlled terms, and who would want to take over one which was to expire in less than a month? Part III of L.T.A., 1927, merely sets up machinery and deals with interpretation.

Admittedly, there is much to be said for the proposition discussed, but on analysis it appears almost untenable.

Juvenile Courts.

On 1st November, 1933, the Children and Young Persons Act, 1933, aptly described as the "New Children's Charter," will come into force. It is an Act of 107 sections and six schedules and is divided into six parts. Part I deals with offences of cruelty to children formerly dealt with under Part II and Part VI of the Children Act, 1908. Part II deals with restrictions on the employment of children and young persons, Part IV deals with remand homes, approved schools and persons to whose care children and young persons may be committed, Part V with homes supported by voluntary contributions, their inspection and control, while Part VI contains supplemental and general provisions.

Some of the most important reforms in the direction of the protection of young children are contained in Part III of the Act, which deals with the protection of children and young persons in relation to criminal and summary proceedings. In s. 107 (1) a child is defined to mean a person under the age of fourteen years, while a young person is defined to mean a person who has attained the age of fourteen years and is under the age of seventeen years. In s. 131 of the 1908 Act the meaning of "child" was the same as in the 1933 Act, but a young person was one between fourteen and sixteen years of age. Section 111 of the Children Act, 1908, which provides for the establishment of juvenile courts to deal with offences where children and young persons are charged is repealed. Briefly, that section provided for the holding of a juvenile court in a separate room or building or at different days and times from those on which the ordinary sittings of the ordinary courts were held, except where the child or young person is charged jointly with another who is not a child or young person. Juvenile courts and their constitution are now dealt with in ss. 45–50 of the Children and Young Persons Act, 1933. They are deemed to be petty sessional courts (s. 45), and outside metropolitan areas only justices specially qualified to deal with juvenile cases may sit in juvenile courts. There may be only one panel for two or more petty sessional divisions, as the Secretary of State may direct, and the Lord Chancellor is to make rules for the formation and periodical revisions of panels of justices (see the Juvenile Courts (Constitution) Rules, 1933), for limiting the number of justices who may sit as members of any juvenile court and for the manner in which they are to be selected and for one of the justices acting as chairman of the court and the manner in which he is to be selected. Places may be specified by Order in Council for the sittings of juvenile courts in the metropolitan area. These courts are to consist of a metropolitan police magistrate nominated by the Secretary of State (to act as chairman of juvenile courts) and two justices of the peace for the County of London, one of whom must be a woman, and both of whom are to be selected from a panel nominated by the Secretary of State. The latter may nominate a justice of the peace to sit as chairman of juvenile courts within the metropolitan police area if he thinks it advisable. In case of illness of the chairman or any other emergency any metropolitan police magistrate, or, with the consent of the Secretary of State, any justice of the peace on the panel, may act temporarily as chairman. In cases where the court cannot be fully constituted without adjournment and adjournment would be inexpedient in the interests of justice, the chairman may sit with one justice selected from the panel (either a man or a woman) or he may sit alone. Nominations are revocable by the Secretary of State, and in any case are only for a specified period. In making nominations attention is given to previous experience and special qualifications for dealing with juvenile cases. In the City of London juvenile courts are to be constituted in such manner as the Court of the Lord Mayor and Aldermen of the City may from time to time determine.

All charges against children and young persons are to be heard in juvenile courts and in addition the Lord Chancellor may make rules assigning to juvenile courts the hearing of any applications for orders or licences relating to children or young persons, being applications cognisable by justices, courts of summary jurisdiction or petty sessional courts. This includes complaints under s. 44 and s. 45 of the Education Act, 1921 (relating to school attendance orders and proceedings on disobedience thereto), or s. 54 of that Act (relating to the making of orders requiring defective or epileptic children to be sent to suitable classes or schools. But where a charge is made jointly against a child or young person and a person of seventeen years or over, or where a person of seventeen years or over is charged with aiding, abetting, causing, procuring, allowing or permitting an offence by a child or young person the charge may be heard by the court of summary jurisdiction. If, moreover, in the course of proceedings a court of summary jurisdiction discovers that a person charged is a child or young person it may proceed with the hearing and determination of the charge if it thinks fit to do so.

The provisions for the sitting of the juvenile courts in different buildings or at different times from those of the ordinary courts, which were formerly set out in s. 111 of the Children Act, 1908, are now contained in s. 47 of the new Act. That section also provides that the only persons allowed to be present at sittings of juvenile courts are members and officers of the court, parties to cases before the court, their solicitors and counsel and witnesses and other persons directly concerned in the case, *bonâ fide* representatives of news agencies and newspapers and such other persons as the court may specially authorise to be present. Rules for procedure in juvenile courts may be made by the Lord Chancellor (see Summary Jurisdiction (Children and Young Persons) Rules, 1933).

Juvenile courts may deal with a case notwithstanding that during its course it should appear that the person dealt with is not a child or young person. They may also deal with any failure to observe recognisances or may vary or discharge recognisances in cases where the court in which the person has been bound over is a juvenile court, although the defendant is no longer a child or young person.

Where remands occur they may be extended by any juvenile court in the absence of the person charged, who, however, must appear before a court or a justice of the peace at least once in every twenty-one days. A juvenile court may sit on any day to hear and determine a charge of an indictable offence against a young person, notwithstanding s. 20 (8) of the Summary Jurisdiction Act, 1879, which provides for the public appointment of a day for the hearing of such offences by courts of summary jurisdiction. In the Metropolitan police court area a juvenile court is to have all the powers of a metropolitan police magistrate, while a juvenile court constituted and sitting in accordance with a determination of the court of the Lord Mayor and Aldermen of the City of London is to have all the powers of a petty sessional court notwithstanding that the juvenile court is constituted only of the Lord Mayor or a single alderman, and is not sitting in the justice room of the Mansion House or of the Guildhall.

It is also provided that no newspaper report of any proceedings in a juvenile court shall reveal the name, address or school, or include any particulars calculated to lead to the identification of any child or young person concerned in those proceedings, either as defendant or witness, and no picture of or including any child or young person so concerned shall be published in any newspaper. A maximum fine of £50 is imposed for breach of this provision. The Secretary of State, may, however, by order dispense with the provision in any case to the extent that it may be in the interests of justice to do so.

In order to keep the juvenile courts as far as possible away from the atmosphere of crime, it is provided (by s. 59) that the words "conviction" and "sentence" shall cease

to be used in relation to children and young persons, and where enactments contain references to such terms, they shall be construed to mean, in the case of children and young persons a finding of guilt, or an order made upon such a finding, as the case may be. Where the court is satisfied that a child or young person brought before the court is in need of care and protection, the court may either (*a*) order him to be sent to an approved school; or (*b*) commit him to the care of any fit person, whether a relative or not, who is willing to undertake the care of him; or (*c*) order his parent or guardian to enter in a recognisance to exercise proper care and guardianship; or (*d*) place him on probation for a maximum period of three years, under a probation officer or some other person appointed by the court. Such children or young persons may be brought before the court by any local authority, constable or authorised person who has reasonable grounds for believing that a child or young person is in need of care or protection. An authorised person for the purposes of this provision means any officer of a society authorised by general or special order of the Secretary of State to institute proceedings under this provision, and any person who is himself so authorised. Under probation orders, the person authorised by the order must visit, advise and befriend the child or young person, endeavour to find for him suitable employment, and if it is necessary in his interests and while he is still under seventeen years of age bring him before a juvenile court for the purpose of having him sent to an approved school or committed to the care of a fit person.

Under the Juvenile Courts (Constitution) Rules, 1933, which came into operation on 1st September, 1933, the panels of justices to be formed are to sit for three years as from 1st November, 1933. Furthermore it is provided by the Summary Jurisdiction (Children and Young Persons) Rules, 1933, which come into operation on 1st November, 1933, that where a child or young person charged in a juvenile court is not legally represented, his parent or guardian may represent him and cross-examine witnesses. The court must explain the charge in simple language which the child or young person can understand, and assist him in conducting his defence if he is altogether unrepresented. The greater specialisation in children's cases that the new provisions will thus afford, as well as the fact that the selected justices will in most cases be men or women already qualified or experienced in the welfare of children and young persons, will help to make the progress promised by the Act a reality. At the end of the three years "probationary period" of the newly selected magistrates it will be possible to take stock of the real progress achieved, and perhaps to devise improvements which will help to bring the law still more into line with modern ideas.

The Extension of Causes for Divorce.

In his address to The Law Society, Sir Reginald Poole (77 Sol. J. 673), expressed certain opinions as to reform of the law of divorce, his views being the result, as he stated, of over forty years' professional experience of the operation of the present law. Broadly speaking, they concur with the recommendations of the Royal Commission, over which the first Lord Gorell presided, made in the report published over twenty years ago, save for those in respect of divorce for imprisonment and insanity.

It may perhaps be convenient to divide the possible causes for divorce into three classes, namely, direct matrimonial offences, offences or failings which, though not direct, unfavourably affect the matrimonial consortium, and matters which are not offences at all, but also affect the consortium. Thus, adultery, desertion and cruelty to the spouse are direct matrimonial offences; drunkenness, drug-taking and cruelty to the wife's children (whether those of the husband himself or not) come into the second class, and imprisonment and insanity into the third. It is true that some kind of offence must precede imprisonment, but it is the imprisonment itself, resulting in the temporary or permanent inability of the prisoner to fulfil any matrimonial duties, which is the cause for divorce, and not the offence itself. No doubt a husband who stole to procure luxuries for his wife would feel a very considerable grievance if, on a sentence of penal servitude imposed on him for his offence, she divorced him and shared those luxuries with an after-taken successor to him. Drunkenness and drug-taking are, of course, social rather than matrimonial offences, but they frequently cause the spouse of the offender, if living with him or her, to suffer more than anybody else.

Sir Reginald would allow divorce for the three direct matrimonial offences of adultery, desertion and "persistent and aggravated cruelty"—the definition of which he expressed his confidence, no doubt well justified, in our judges to formulate. Wherever divorce *a vinculo* is allowed by law (which is practically the case all over the world save for Ireland, Italy, South Carolina, and possibly one or two South American republics) a wife's adultery is cause for it. In our own law until a few years ago, and perhaps still in certain colonies, the laws of which are founded on ours, a husband's adultery had to be accompanied by desertion or cruelty. Sir Reginald, as many others have done before him, draws attention to the absurdity of allowing divorce for one isolated act of adultery and withholding it for desertion or cruelty. In a large number of modern cases, of course, the adultery is committed, almost invariably by the husband, for the express purpose of obtaining divorce, and sometimes in fact it is not committed at all, though the court is left to infer it. There are now very few countries which, admitting divorce, do so for adultery only. In this class are some of the provinces of Canada, North Carolina, and New York. In the United States, however, extra-State divorce is sometimes allowed, which lets in the easy conditions of Reno. Of the countries which allow divorce for adultery and desertion only, perhaps the most important from our point of view is Scotland, which has admitted divorce for desertion for about four hundred years without any particular hardship to Scottish women. Divorce for desertion is also possible by the Roman Dutch law, prevailing in South Africa and Ceylon.

The codes of France, Belgium, Norway, Sweden, Denmark, Holland, Spain, Portugal, Victoria, New South Wales, New Zealand, etc., practically allow of divorce for adultery, desertion and cruelty. No authoritative pronouncement on French law can here be made, but the words "*excès, sévices, et injures graves*" appear to cover such desertion or cruelty as would admit of divorce in Victoria or New Zealand.

Most divorce reformers would include drunkenness and drug-taking as causes for divorce, but they form a somewhat harder problem than the direct matrimonial offences, assuming they are unaccompanied by cruelty. In one sense, no doubt, the drunkard's spouse must suffer from seeing the continual intoxications and the effect of them, the worst case being when there are children and they are old enough to understand their parent's disastrous weakness. This, however, is a long way from cruelty, unless the word is used in a very strained sense, and *primâ facie* it is the duty of the drunkard's or the drug-taker's spouse to try to cure the malady rather than run away from it. If the husband or wife of a person who is merely an incurable sot and not violent or otherwise offensive is conceded divorce, the right should be very carefully safeguarded.

The problems of the lunatic or prisoner are even more difficult, for he or she may be a model spouse when at large or in a lucid interval. The United States, which may be regarded almost as a sort of laboratory for the divorce problem, admit divorce somewhat freely for imprisonment, but only in a few cases for lunacy. Arkansas, Wisconsin and Pennsylvania appear to have enacted provisions for divorce for permanent

insanity, and then repealed them. Connecticut, which is an eastern state, is said to have such a law. The usual provision as to imprisonment is to allow divorce for imprisonment for felony, which of course is not necessarily defined as it is here.

Cruelty is necessarily a question of degree, but probably those who read *Kelly* v. *Kelly* (1869), 2 P. & D., 31, 59 (see especially pp. 32–35), and *Mytton* v. *Mytton* (1886), 11 P.D. 141, will agree that no injustice would have been done in those cases if the unfortunate wives, who were petitioners, had been granted full divorce from their husbands, although the latter did not lay hands on them. Similarly, the odious and untrue charge made and reiterated by the wife in *Russell* v. *Russell* [1897], A.C. 393, must have rendered the idea of further consortion with her by the husband impossible, and divorce might be regarded as not too strong a remedy for him.

If the causes for divorce are ever to be extended in this country, there is at least a case for narrowing them so as to exclude the single occasion or hotel-bill divorce which is now so prevalent, and notoriously is in a considerable number of cases merely divorce by mutual consent.

Company Law and Practice.

The position of Receivers.

A RECEIVER appointed by the court in a debenture-holders' action, and a receiver appointed out of court under powers in that behalf contained in a debenture or a trust deed, occupy positions which are substantially different from several points of view. There is no doubt but that, except in the simplest of cases, there are many reasons for preferring the appointment of a receiver by the court, and those most intimately concerned must decide whether those advantages outweigh the disadvantages. But I do not propose to-day to enter into a general discussion on these lines; I want to deal first of all with the differing status of receivers appointed in and out of court from the point of view of their own liability.

I have referred above to a receiver, but, as most of the observations immediately following deal with the conduct of a business, they must be taken generally to refer to a receiver and manager, or a receiver who has power to carry on and manage a business. Now such a functionary appointed by the court is, as is well known, an officer of the court; hence the impossibility of distraining or otherwise interfering with his possession of property where the court has put him in possession. But, as he is an officer of the court, he is not an agent; not even an agent of the court, and everything he does must be done by him as a principal. This is clearly stated by Vaughan Williams, L.J., in his judgment in *Re Glasdir Copper Mines Limited: English Electro-Metallurgical Co. Limited* v. *The Company* [1906] 1 Ch. 365, at p. 378.

Referring to the two cases of *Owen* v. *Cronk* [1895] 1 Q.B. 265, and *Burt Boulton & Hayward* v. *Bull* [1895] 1 Q.B. 276, the learned Lord Justice says that he thinks those two cases "establish that, when a receiver and manager is appointed by the court, he accepts the appointment on the terms that he will be personally responsible to the creditors of the business, whilst he will be indemnified out of the estate. And I think that these cases further establish that such a receiver, although appointed for the benefit of the debenture-holders, is not the agent to contract, either of the court or of anybody else." This seems pretty strong, and you might at first be inclined to say that it must be a bold individual who would accept such an appointment. But is this really so? The number of cases where the assets would not be sufficient to indemnify the receiver must be so small as to be practically negligible, for no one would be likely to launch a debenture-holders' action when there were no assets at all to be got in.

The receiver's right of indemnity is paramount in such cases, though he can borrow moneys to rank in priority to it; and when he borrows the order authorising such borrowing should state whether the charge he gives is to be subject to or free from his right of indemnity: *Re Glasdir Copper Mines Limited, supra.* One point which may be worth mentioning in this connection is the case where a receiver is also appointed manager of a business, the carrying on of which in a proper manner necessarily involves the committing of a tort; as a general rule it seems correct to say that the receiver's right of indemnity must extend to claims against him for torts committed in carrying on the business. But is the case the same where carrying on the business necessarily involves the arising of claims for tort? Take the case of a colliery; however well worked a colliery may be it is absolutely inevitable that working will cause subsidence.

It may be, and indeed has been, said with some authority that, in such a case, notwithstanding the appointment as manager, application ought to be made to the court for leave to continue working the colliery, or whatever the particular act may be, with evidence showing what the liability under this head is likely to be. This may be correct, and perhaps the ultra cautious will be well advised to adopt it; but it seems to me that the court could hardly appoint a person receiver and manager and then turn round and say, "Yes, you were appointed manager; but the intention was not that you should manage the business without getting special leave to carry it on." There I will leave this aspect of the matter, and those to whom the point may actually occur must decide it according to their lights.

But now let us look at the position of a receiver appointed out of court. Where a receiver is appointed out of court he may or may not be the agent of the company or of the persons appointing him; it is certainly desirable that he should be the agent of the company and practically all modern forms of debentures and trust deeds are framed so as to make him the agent of the company. But, as will be seen a little later, it is impossible to preclude the possibility of a receiver appointed in such a way as to make him the agent of the company ceasing to be such agent, and thereupon becoming personally liable. The path of a receiver appointed out of court is not entirely easy, and caution is frequently necessary.

In the case of a receiver appointed under the statutory power contained in the Law of Property Act, 1925, he is to be deemed to be the agent of the mortgagor, who alone is to be responsible for his acts and defaults, unless the mortgage deed otherwise provides: Law of Property Act, 1925, s. 109 (2). But the statutory power is but rarely invoked by debenture-holders; an express power is almost always necessary where a business is concerned. Not infrequently such an express power used to omit to state that a receiver when appointed was to be the agent of the company; and where this is so it is a question in each case of the construction of the particular instrument as to whose agent he is.

One can reach a fair approximation of the truth by saying that, if powers are conferred on the receiver which are very wide, and far greater than the powers of a receiver appointed under the statutory power, it is a not unreasonable assumption that he is to be the agent of the debenture-holders. Where he is such agent, of course, the debenture-holders will be personally liable for his remuneration as receiver, and also to the persons who deal with him as such; there are numbers of cases dealing with this question of agency and no agency, but they need hardly be referred to, because they show that it is purely a question of construction. I will just mention one early one and one later one.

The earlier case is *Gosling* v. *Gaskell* [1897] A.C. 575; the later one *Cully* v. *Parsons* [1923] 2 Ch. 512. *Gosling* v. *Gaskell* was a case in which the trust deed expressly provided that any person appointed receiver thereunder should be the agent of the company, who alone should be liable for his acts and defaults. It was there attempted to make the trustees who appointed the receiver liable for goods supplied to the receiver after a winding-up order had been made in respect of the company.

Now it is plain that there was by the terms of the trust deed an agency between the company and the receiver; but what was the effect of the winding-up order? The winding up prevents the company any longer being the principal of the receiver. Lord Watson refers to it by saying that the company had incurred a statutory incapacity to occupy the position of principal. "For some reason or another," says Lord Halsbury, L.C., at p. 581, "which I have not been able to follow, it is apparently assumed that immediately on the winding-up order Mr. Kelly, who it is assumed had been up to that time the agent for the company (as indeed he was so described, and as by the terms of the mortgage deed he was bound to be) suddenly became the agent of the trustees. That no new authority was in fact given to Mr. Kelly is admitted, but why the making of the order to wind up the company should suddenly convert Mr. Kelly, who was there as the agent of the company, into the agent of the trustees is a problem that I have not been able to solve."

This case shows one thing—that a receiver appointed out of court, who is the agent of the company, should keep a weather-eye open to the doings of the company, for, if it goes into liquidation his agency will cease at once and he may become personally liable to persons with whom the business deals. In such case his first duty, which is to himself, must be to require a satisfactory indemnity from the persons for whose benefit he is appointed.

Cully v. *Parsons*, *supra*, need not be further referred to here; it collects a number of these cases, and those who wish to go into this matter more fully will find some assistance there.

In conclusion, I would refer to the position of a liquidator, because a recent case has raised a somewhat similar point with regard to liquidators. It was long ago held in the case of *Re Anglo-Moravian Hungarian Junction Railway Co.*, 1 Ch.D. 130, that the liquidator is the agent of the company and not personally liable on contracts entered into by him as liquidator; and Lawrence, J., has followed this in the recent case of *Stead Hazel & Co.* v. *Cooper* [1933] 1 K.B. 840, a decision which hardly seems to call for any comment here, though I might perhaps say that it was there held that s. 267 of the Companies Act, 1929, did not affect the law on the point, a conclusion which seems almost inevitable.

A Conveyancer's Diary.

Assents by Personal Representatives of a Surviving Trustee.

I HAVE had an interesting, although rather technical point put to me by an eminent conveyancer in Lincoln's Inn. I think that I have somewhere referred to it before.

The question arises upon the construction to be placed upon s. 36 of the A.E.A., 1925. Sub-s. (1), reads:—

> "A personal representative may assent to the vesting in any person who (whether by devise, bequest, devolution, appropriation or otherwise) may be entitled thereto, either beneficially or as a trustee or personal representative, of any estate or interest in real estate to which the testator or intestate was entitled or over which he exercised a general power of appointment by his will, including the statutory power to dispose of entailed interests and which devolved upon the personal representative."

Then follow consequential provisions regarding the operation of an assent to which I need not refer for my present purpose, except, perhaps, to sub-s. (7), which is important:—

> (7) An assent or conveyance by a personal representative in respect of a legal estate shall in favour of a purchaser, unless notice of a previous assent or conveyance affecting that legal estate has been placed on or annexed to the probate or administration, be taken as sufficient evidence that the person in whose favour the assent or conveyance is given or made is the person entitled to have the legal estate conveyed to him, and upon the proper trusts, if any, but shall not otherwise prejudicially affect the claim of any person rightfully entitled to the estate vested or conveyed or any charge thereon.

The point that I have in mind arises in this way. A testator devised land to trustees upon trust for sale, and declared trusts of the proceeds of sale and of the income until sale in quite a common form. In effect, his widow was tenant for life and his children were entitled after her death. There have been several appointments of new trustees and from time to time portions of the real estate have been sold. At the death of the widow some part of the real estate remained unsold. At that time there was only one trustee left surviving, and he died shortly afterwards and before any conveyance of the remaining real estate had been made to the persons beneficially entitled to it.

The personal representative of the last surviving trustee thereupon gave an assent in the simplest possible form without recitals. "As personal representative of A" [the last surviving trustee] "I hereby assent to the vesting in B of" [here follows a description of the property].

B proceeds to sell, and his advisers say that the assent will, in favour of a purchaser from him, be conclusive evidence of his right to have a conveyance made to him. In other words, that the purchaser is not concerned to enquire into his equitable title, although, on the face of it, there is nothing to show that he had any title at all.

The real question is—does the expression "a personal representative," used in s. 36 of the A.E.A., 1925, and especially in the two sub-sections to which I have referred, include the personal representative of a surviving trustee or does it only apply to the personal representative of a person beneficially entitled?

It is of some interest in this connection to note that the personal representative of a tenant for life (who, of course, is a trustee) may make an assent. But that is not by reason of s. 36 of the A.E.A., but is provided for in the S.L.A., 1925 (see. s. 7 (5); s. 8 (1); s. 110 (5) of that Act).

It seems to me, however, that it does not follow that because special provisions are made in another Act regarding settled land, the operation of s. 36 of the A.E.A. is restricted. It may well be that s. 8 (1) of the S.L.A., 1925, was unnecessary, but I cannot see that it has the effect of limiting the scope of s. 36 of the A.E.A. assuming that that section can otherwise be construed as applying to a trust estate.

Although the matter is open to doubt and there can be no certainty as to the view which any one of our present judges of the Chancery Division might take of it, I venture to express the opinion that the words "to which the testator or intestate was entitled" used in s. 36 of the A.E.A. mean "to which the testator or intestate was beneficially entitled." If those words do not bear that interpretation I do not understand why they were introduced into the section at all. No doubt I shall be told that that would apply to a great many expressions to be found in that and other statutes, and I agree so far, but there must be a certain amount of common sense introduced into the construction of even the "new Law of Property Acts," and I cannot bring myself to believe that it would ever be held that the personal representative of a trustee is within the purview of s. 36. But, of course, you never can tell!

Personal Representatives as Trustees for Purposes of the S.L.A.

There is another very technical point which has recently been brought to my notice, and has not so far been the subject of any decision.

What is the effect of sub-s. (3) of s. 30 of the S.L.A., 1925, in such circumstances as the following: A created a settlement by will and appointed a sole executor, B. A died before 1926. After the commencement of the S.L.A., 1925, B died, having appointed a sole executor, C; and later C died, having

appointed two executors, D and E. Now it is plain that there being otherwise no trustees for the purposes of the S.L.A., B became a trustee of the settlement for those purposes. But are D and E trustees by virtue of the sub-section, as being personal representatives of A, or are they only persons having a power to appoint trustees in their capacity of personal representatives of B? In the case which I have in mind D was willing to act as such a trustee, but E was not, and the question arose as a matter of draftsmanship whether E ought not to declare his desire to be discharged and whether the appointment of another trustee to act with D ought to be by D alone or by both D and E. Of course the difficulty was overcome by putting it both ways.

If sub-s. (3) of s. 30 had said that the personal representatives *for the time being* of the testator or intestate are (in the absence of others) trustees for the purposes of the Act the question would not have arisen, but the sub-section is not so worded, although I think that that was the meaning and intention of it.

Landlord and Tenant Notebook.

Agreement or Lease.

PROBABLY most of my readers have at some time had dealings with the intelligent lay client who, when letting or taking premises for a term of three years or more, is disposed to argue that an agreement will meet the case. If this attitude is based upon the proposition that stamp duty will thus be avoided or reduced, the illusion is soon shattered (Stamp Act, 1891, s. 75). But if the client is one who believes his adviser to be influenced by natural professional conservatism, a convincing reason may not readily be available; and none is to be found in the useful work referred to in "O's" well-known "Further Forensic Fables," at p. 82, however well bound; indeed, "Law for the Million" is in this particular case the reverse of helpful, for it says: "The absence of a seal is of little importance."

The prevalence of the notion that an agreement under hand "will do" can, of course, be traced back to the union (I consider "fusion" a misnomer) between law and equity brought about by Parliament in 1873. For present purposes it is necessary to bear in mind that what one might call the terms of the settlement, namely, the Judicature Act, provided that equity should always have the last word. Next, it must be likewise borne in mind that equity's words are sometimes spoken in the form of maxims; that these include two which cannot be reconciled if taken too literally, viz., "Equity presumes that what ought to have been done has been done," and "He who comes to equity must do equity" (sometimes ". . . must come into the court with clean hands"); and that either of these may be used as a last word.

Among the issue of the union, *Walsh* v. *Lonsdale* (1882), 21 Ch. D. 9, C.A., has done much to bear out the promoters' expectations, and to justify the suggestion that sealed leases can be dispensed with. Landlords of a mill held under an unexecuted agreement were held to be entitled to distrain just as if completion had taken place, and the judgments of Sir George Jessel, M.R., and Lindley, L.J., undoubtedly contain passages which may convey to the uninitiated an exaggerated view of the situation. The former's "The tenant holds under an agreement for a lease. He holds, therefore, under the same terms in equity as if a lease had been granted" has been much quoted; the qualifying words which follow, "it being a case in which both parties admit that relief is capable of being given by specific performance" have often been omitted.

To begin with a general observation, we may take the following passage from the judgment of Farwell, J., in *Manchester Brewery Co.* v. *Coombs* [1901] 2 Ch. 608: "Although it has been suggested that the decision in *Walsh* v. *Lonsdale* takes away all differences between the legal and equitable estate, it, of course, does nothing of the sort, and the limits of its applicability are really somewhat narrow. It only applies to cases where there is a contract to transfer a legal title and an act has to be justified or an action maintained by force of the legal title to which such contract relates . . . It is to be treated as though before the Judicature Acts there had been, first, a suit in equity for specific performance, and then an action at law between the same parties; and the doctrine is applicable only in those cases where specific performance can be obtained between the same parties in the same court, and at the same time as the subsequent legal question falls to be determined."

Indeed, the limits had already been indicated. In *Coatsworth* v. *Johnson* (1886), 55 L.J. Q.B. 220, C.A., a tenant farmer who occupied under a draft lease for 21 years containing a "good cultivation" clause and a forfeiture clause got into difficulties before he has paid rent, and the landlord obtained an injunction to prevent him from selling hay and then gave him a notice to quit on the footing that he was a tenant at will. The tenant not quitting, the landlord forcibly ejected him. He sued in reliance on the Conveyancing Act, 1881, s. 14 (now L.P.A., 1925, s. 146), which provides for forfeiture notices. The court held that the provision did not apply, for this was a case in which it would not have granted a decree of specific performance if asked for. Hence the tenant, not having paid rent, did not even hold from year to year. A case in which the plaintiff did not come into the court with clean hands; obviously, the presumption that what should have been has not been done does not extend to ablutionary requirements. In *Swain* v. *Ayres* (1881), 21 Q.B.D. 289, C.A., it was again held that no forfeiture notice was necessary where there was an agreement unenforceable by the tenant, who had broken a repairing covenant. The authority of these cases was recognised by the Conveyancing Act, 1892, s. 5: see now L.P.A., 1925, s. 146 (5) (*a*).

What applies to circumstances in which the court would not order specific performance applies with equal if not greater force to cases in which it could not make such an order. If the above case illustrates the advisability of a lease under a seal from the viewpoint of the tenant, *Foster* v. *Reeves* [1892] 2 Q.B. 255, C.A., may be cited to the hesitant landlord, at all events if the payments of rent agreed be under £100, and the property worth more than £500. For, because specific performance could not have been decreed owing to the limited jurisdiction of the county court, it was held in that case that the landlord could not sue for £17 10s. rent in that court.

Further illustrations of the difference between agreements and leases may be found in *I. R. Commissioners* v. *Derby (Earl)* [1914] 3 K.B. 1186, in which a lessor was held to be liable to the reversion duty imposed by the famous Finance (1909-10) Act, 1910, which came into force on 29th April, 1910, because conditions subject to which on 5th April, he had to accept a surrender and grant a new lease, had not been fulfilled by the 29th, and till they had the tenant held under the old lease; and in *Borman* v. *Griffith* [1930] 1 Ch. 493, in which a tenant holding under an agreement for seven years was held not entitled to the use of a way under s. 62 of L.P.A., 1925 (the "general words") section, for an agreement for a lease is not an "assurance" within s. 205 (1) (ii), which extends only to deeds; in the circumstances of the case, however, he was entitled to specific performance and could avail himself of the doctrine of *Walsh* v. *Lonsdale*, under which, as Maugham, J., observed, a tenant holds for many purposes as if a lease had already been granted.

The observation made by Maugham, J., in 1930, is milder in character than that of Farwell, J., in *Manchester Brewery Co.* v. *Coombs*, *supra*, and I think that in justice to *Walsh* v. *Lonsdale* enthusiasts, I ought to say that the requirement as to three unities—same parties, same court and same time as subsequent legal question—has been somewhat liberally

interpreted since. In *Gilbey* v. *Cossey* (1912), 106 L.T. 607, a landlord was allowed to recover rent due under an agreement for a lease the term of which had expired, though it was urged that specific performance could not then be granted. Darling, J., said he agreed with Farwell, J., but the principles on which specific performance was granted were susceptible of modification. In *Carrington Manufacturing Co. Ltd.* v. *Saldin* (1925), 133 L.T. 432, the lessors forfeited a lease on the ground of breach of covenants against sub-letting which had occurred, unbeknown to them, before the execution though after the agreement and after the term commenced; for, as was held, specific performance would have been granted up to the time of the sub-letting.

Our County Court Letter.

THE RESPONSIBILITIES OF GARAGE PROPRIETORS.

(*Continued from* 77 Sol. J. 567.)

In *Westwood* v. *Attwood*, recently heard at Stafford County Court, the claim was for £60 as damages for wrongful conversion of a motor car (or alternatively for trespass), and the counter-claim was for £8 7s. for removing and storing the car. The plaintiff's case was that (*a*) in July, 1931, he bought the car from the defendant, giving him in part exchange a van previously bought from the defendant for £142; (*b*) the value of the car (on the exchange) was £80, but repairs were required in February, 1932, at an estimated cost of £20; (*c*) the plaintiff did not order the repairs, but left the car at the garage, where it was found on the scrap heap in October, 1932; (*d*) the car was a late 1928 model, and was worth £60. The defendant's case was that (1) the value of the car (on the exchange) was £50, and not £80 as alleged; (2) the plaintiff was notified that the car (unless removed) would be scrapped, and (by failing to reply) the plaintiff had impliedly consented; (3) the car was not stripped, but (as it was occupying valuable space) it was removed to the yard, with other old cars, as its value was only £2 10s. His Honour Judge Ruegg, K.C., observed that (*a*) if customers did not fetch their cars, the latter should be returned to their owners by the garage proprietor; (*b*) although the car was of little value, it was worth something to the plaintiff, and the defendant might have been liable for heavy damages—by reason of his high-handed action. Judgment was given for the plaintiff for £15, with costs, the counter-claim being dismissed.

CONFECTIONERS' RESTRICTIVE COVENANT.

The validity of an oral restrictive covenant was recently upheld at Clacton County Court in *Alberts & Son, Ltd.* v. *Locke*, in which the claim was for £100, as damages for breach of contract, and an injunction. There was a counterclaim for damages for wrongful dismissal, and for commission due. The plaintiffs' case was that (1) the covenant provided that the defendant was not to be employed in the wholesale confectionery and tobacconists' business at Clacton, or within twenty-five miles of it, and was not to canvass customers (who were formerly the plaintiffs' customers) for five years after the termination of the agreement; (2) this had been embodied in the agreement of the defendant's predecessor, and the defendant had been engaged (on the same terms) from 1930 until October, 1932, although no written agreement had been entered into; (3) the defendant had nevertheless been calling upon customers, on behalf of another firm in the same business, and the plaintiffs' returns had dropped. The defendant's case was that (*a*) the ostensible cause of his dismissal had been the allowance of unauthorised discounts, but these had previously been allowed in the business; (*b*) he had refused to sign the proposed agreement (which left him at the plaintiffs' mercy) and nothing had been said to him about his predecessor's agreement; (*c*) some of the plaintiffs' customers had asked him to continue calling upon them. His Honour Judge Hildersley, K.C., held that (1) the contract of employment included the restrictive covenant; (2) the plaintiffs were justified in dismissing the defendant. Judgment was therefore given for the plaintiffs for £2 (as damages) and an injunction, with costs. The counterclaim for wrongful dismissal was dismissed, but an enquiry was ordered as to the amount of commission already due to the defendant. The cases on this subject were reviewed in *Putsman* v. *Taylor* [1927] 1 K.B. 637, 741.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

Rent Restrictions Act, 1933.

Sir,—We have read with interest the paper of Mr. Frederick D. Jackson on the above Act, delivered at the annual provincial meeting of The Law Society at Oxford, and are somewhat surprised to note a statement with reference to "Class A" houses. He mentions, in effect, that the Landlord and Tenant Act, 1927, s. 5, applies not only to decontrolled business-cum-residential premises, but also to residential premises unconnected with business.

We have referred to s. 1, sub-s. (6) of the Rent Restrictions Act, 1933, which provides in effect that, upon the expiration of a month's notice to quit, the tenant ceases to be entitled by virtue of that Act to retain possession of a dwelling-house and that the provisions of the Landlord and Tenant Act, 1927, should then apply in respect of such premises.

There is no provision in this 1933 Act enacting that the Landlord and Tenant Act should apply to non-business premises merely because they happen to be decontrolled under this 1933 Act, and we contend that express words would be necessary in this section to widen the ambit of the Landlord and Tenant Act, 1927, to make it apply to non-business premises.

To sum up, we submit that the effect of this provision is solely to enable a person who lives over his business premises to claim the benefit of the Landlord and Tenant Act, 1927, in respect of that portion of his tenancy which is business premises. It was thought by many before the passing of this 1933 Act that a statutory tenant, on his premises being decontrolled, would not have been able to avail himself of his rights under the Landlord and Tenant Act in so far as any part of his tenancy related to business premises.

We shall be glad to hear the views of any of your readers on the subject.

Bedford-row, W.C.1. 10th October. Warren & Warren.

[The point raised by our correspondents is dealt with in an article appearing at p. 719 of this issue.—Ed., *Sol. J.*]

Sequestration.

Sir,—The interesting and learned article on the above subject in your issue of 7th October ought to be read by all members of Parliament. As the writer of the article points out, bureaucracy unfortunately "shows manifest signs of encroaching too far into ecclesiastical administration." As he observes, the tendency is to give plenary powers to the bishop. The tendency is not so apparent as it might be, for the reason that the powers conferred on bishops by various measures are not always given to them directly. The diocesan board which the innocent M.P. fondly imagines to be a democratic representative body may instead of representing the *vox populi*, be in fact the *manus episcopi*.

It is remarkable that the promoters of the Measure of 1932 which established diocesan boards of patronage resisted the suggestion that for the purpose of transacting any business relating to a particular benefice, a board should comprise a parishioner or member of the church council of the parish affected. Again, when the recent measure for the compulsory "re-purchase" of rights of patronage was introduced, its sponsors successfully objected to the right of patronage being vested in the people most keenly interested, viz., the parishioners. It had to go into the hands of the diocesan board of patronage, a body of eleven members headed by the bishop, an archdeacon (*oculus episcopi*) and rural dean, the remaining members being three clerics and five laymen, not one of whom need be connected with the parish affected. The local archdeacon and rural dean may by no means represent the wishes of the parish.

The above is only another instance of "the enlargement of episcopal autocracy" to which the writer of the article refers.

Reigate, Surrey. J. L. M. Benest.
10th October.

In Lighter Vein.

The Week's Anniversary.

Mr. Justice Wilson is rather less interesting on his own account than as a factor in that felicitous combination of circumstances which transformed Jack Scott of Newcastle into Lord Chancellor Eldon. Early in his career Scott was so discouraged at the slow progress he was making at the Bar that he was seriously considering leaving London for good. Wilson, however, persuaded him to try his fortune again and guaranteed him £400 for the following year. This encouragement made all the difference to his career. Wilson's own life was simple and uneventful. Born in 1741, he was called to the Bar at the Middle Temple in 1766, joined the Northern Circuit and acquired a considerable practice. In 1786, without any political influence, he was appointed a Justice of the Common Pleas. At the early age of fifty-two he died at Kendal in Westmorland, on the 18th October, 1793, of a paralytic affection from which he had in vain sought relief at Lisbon. "His illness had been of fourteen days' continuance and he had sustained it with that cheerful resignation and composure which bespoke a mind most perfectly at peace." He was deeply regretted as a profound lawyer and an upright judge.

Breach of Promise Decline.

The golden age of the breach of promise suit seems definitely departed. This year, the actions, as compared with last year, are down from fourteen to eight, and, moreover, the first to attract public attention has failed, though supported, it is said, by 600 love letters. Few would regret it if the courts were definitely relieved from the not very dignified duty of reducing to terms of currency the value of sighs, tears and broken vows. Masculine prudence may have increased, though it can hardly surpass that of the young solicitor who thought to protect himself by signing his love letters: "Always, without prejudice, Yours faithfully." One of the most enterprising breach suits on record was reported from Dakota, where an enterprising young woman sued three defendants simultaneously. One of these moved for a non-suit on the ground that too many parties spoilt the case, but the lady shrewdly summing up her tribunal, asked: "Judge, did you ever go out duck shooting?" The sportsman on the Bench at once responded: "I should say so, and many's the time I've brought down a dozen at a shot." "I knew it," cried the plaintiff, "and that's just the case with me, judge. A flock of these fellows besieged me and I winged three of them." On this irresistible appeal the motion for a non-suit was dismissed.

A Gray's Inn Tribute.

The loving-cup which is being given to perpetuate the memory of Lord Birkenhead at Gray's Inn will be just such a remembrance as he himself would have appreciated. He once declared: "I never had a deeper affection for any institution in my life than I have for this House of Gray's Inn." Very shortly before his death he said, in a memorable speech in Hall: "Queen Elizabeth loved this House; her courtiers frequented it; the younger sons of her distinguished nobles were enrolled as its members, and it is undoubtedly true that, though the members of other Inns of Court boast in their cups, when no Gray's Inn men are present to contradict them, of the antiquity and distinction of their Houses, there never was a moment in which they did not realise and could not be forced to admit by reasonable argument and historical knowledge that through the past Gray's Inn was indisputably superior to any one of their mushroom Houses." In all things, he maintained the perfection of the Inn and everything connected with it. Once he took Mr. Patel, the Speaker of the Indian Legislative Assembly to lunch in Hall. Lord Birkenhead heartily recommended the wines and the beers, but his Hindu guest said he would prefer some water. "Ah!" exclaimed his host, "that is the only beverage in this Inn on which I am not qualified to express an opinion, but I'm sure you will find it excellent."

Obituary.

Mr. J. W. Moyses.

Mr. John Watson Moyses, Barrister-at-law, of Temple-gardens, Temple, died at Ealing Common on Monday, 9th October, at the age of eighty-three. Mr. Moyses, who was called to the Bar in 1884, was a member of the Middle Temple and Gray's Inn.

Mr. A. Brierley.

Mr. Arnold Brierley, solicitor, of Preston, died at Ribchester on Friday, 6th October, in his seventieth year. Mr. Brierley, who was admitted a solicitor in 1887, was Clerk to the Fulwood Urban District Council for nearly forty years.

Mr. H. A. Millington.

Mr. Herbert Ashlin Millington, O.B.E., solicitor, Clerk of the Northants County Council and Clerk of the Peace for the county, died suddenly at the County Hall, Northampton, on Tuesday, 10th October, at the age of sixty-six. Mr. Millington, who was educated at Clifton College, was admitted a solicitor in 1892. In 1895 he was appointed Solicitor and Deputy Town Clerk to the Reading Corporation. Four years later he became Town Clerk of Great Yarmouth, and in 1902 he was appointed Clerk to the Northants County Council. He was made an O.B.E. in 1918.

Mr. W. Rees.

Mr. William Rees, solicitor, of Kirkby Stephen, died at his home at Hartley on Saturday, 7th October, at the age of fifty-nine. Educated at Bedford School, where he was captain of the Rugby team, Mr. Rees was admitted a solicitor in 1898. He practised at Llandovery, South Wales, for some years before going to Kirkby Stephen. He held various public offices, including that of Clerk to the Hartley Parish Council.

Mr. Edward Francis Turner, solicitor, of Kensington, formerly head of E. F. Turner & Son, solicitors, Leadenhall-street, left estate of the value of £88,900, with net personalty £88,606. He left: £100 to James Andrews, chauffeur, if still in his employ; £50 each to Ellen Pleace and Olive Hatton, if still in his service; £20 to Kate Kenny; an annuity of £40 to Julia Stone; an annuity of £100 to Mabel Ellinor Vaughan, for long and faithful service.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Ground Rent—Deduction of Tax.

Q. 2829. In the case of well-secured ground rents, it is doubtless the practice to allow tax therefrom at the standard rate without asking the lessee to produce his receipt for Sched. A tax, on the premises erected on the demised plot, as it is certain that he has paid more Sched. A tax in connection with such premises than the standard rate on the ground rent. A different question, however, arises in cases where a piece of land is let from year to year or for a few years as the site of a cheap portable garage at a ground rent of, say £3 a year. The owner of the garage often escapes assessment to Sched. A tax, and in other cases the net assessment of the garage is less than the ground rent. In such cases I contend that the tenant ought to be made to produce his receipt (if any) for the last Sched. A tax paid by him, and if he can't do so (i.e., if the garage has escaped assessment) no tax ought to be allowed off the ground rent. In such a case the landlord ought to include the whole of the ground rent as untaxed income in his tax return. If the tenant can produce a receipt for Sched. A tax, and if the payment is less than the standard rate on the ground rent, then the landlord need only allow the sum which the tenant has actually paid. Will you please let me know whether my view is correct?

A. It cannot be said that it is at all clear as to what is the distinction between a ground rent under Sched. A, No. VIII, r. 4 and r. 1 of the same Schedule. Section 39 of F.A., 1927, applies to the former but not to the latter. Although the practice is as stated, the opinion is given that where the lessee is also occupier, he is technically bound under the second proviso of No. VIII, r. 4, to prove that he has actually paid tax to an equivalent or larger amount, though we think actually paid would include a discharge as part of the occupiers' personal allowances.

Purchase of Lease—Occupier allowed to remain as Servant.

Q. 2830. A took a lease of dwelling-house and shop (assessment within the Rent Act limits) twenty-one years ago, and there are now four years to run. A executed a deed of assignment. B wishes to purchase the business and take an assignment of the lease from the trustee. B would agree to allow A to stay on in the dwelling-house portion for a few months during which time B would employ A. What would be B's position as regards getting possession after a short period? Is it the fact that A would not become a statutory tenant until the lease expired, and that on his assigning the lease, or holding it on trust for the trustee, he ceases to have any further interest in the premises (even if the actual assignment to B was delayed until A vacated), and that the fresh arrangement between B and A, for a short period (being a tenancy in consequence of employment), would not make A a statutory tenant.

A. No one is a statutory tenant so long as a contractual tenancy continues. A by executing the deed of assignment and holding the lease in trust for the trustee has forfeited any right he had to remain. A might, however, become a statutory tenant by a sub-letting to him by B. It is recommended that A be made to vacate the premises (though it is not clear this is necessary) and that A should then enter into an agreement of service with B under which he is to have the right to use certain rooms free of rent during the period of service, but not so as to create any tenancy. B would then be sure of being able to get A out (1) on the ground that there was no tenancy, (2) alternatively, if there were, there was no rent.

Sub-letting for Rent plus Services in looking after Relative.

Q. 2831. A is the tenant of a house let at £40 a year less rates (about £12 a year). She sub-lets verbally the ground floor and the second floor, except one bedroom, retaining the first floor and one bedroom on the second floor, to B and family who are her cousins, and B agrees to pay 10s. a week quarterly, and to look after C, an aged aunt of A's who occupies the bedroom retained on the top floor. B entered in October last and carried out their agreement as to looking after C for about two months when C became ill, and another aunt came there to look after her. C recovered and after six months the aunt gets ill and has to go away again, but B now refuses to take the responsibility of looking after C, partly because they are now taking in lodgers and dressmaking, etc., so A had to come back from abroad to look after C. The rent is paid regularly each quarter. Neither the aunt nor A can stay to look after C, and contend that B must do this under the terms of their agreement, which they are not doing. A wants to know what remedy she has. Should she give B a quarter's notice to quit as tenants, or are they lodgers, as some furniture of A's are in rooms occupied by them. If they do not leave on the ground that they cannot find another house, what can she do? If she has to engage someone else to live there and look after C, would they be liable for the expense as they have broken their agreement as to the condition of their tenancy? What action should A take? A has only come home from abroad under protest, and wants to go back again.

A. It is not stated if the rooms are let furnished. If they are, the Rent Restriction Acts do not apply, and possession can be recovered after the requisite notice, which appears to be a quarter's notice. If let unfurnished, then unless it can be shown that the rent paid by B is less than two-thirds of what would be the rateable value of the rooms sub-let, if the rateable value were apportioned, the opinion is given that the Acts apply. If B is not carrying out her engagement to look after C, an action for damages for breach of contract lies. Before taking action A should consider whether the rent charged is greater than what would be likely to be apportioned to the part sub-let if B retaliated by going to the court for apportionment.

Administratrix—Acquisition of Real Estate of Intestate by.

Q. 2832. I am winding up a small estate, and in order to pay debts, death duties and expenses, the sole administratrix suggests that she buys the cottage belonging to the estate at its probate valuation, namely, £80. This is the only way the money can be raised as the property is practically unsaleable and the only other beneficiary, a sister of the administratrix, is not in a position to purchase. The administratrix, of course, would be purchasing trust property, and I am wondering what the best method of insuring a satisfactory title will be.

A. The administratrix is a trustee for sale (A. of E.A., 1925, s. 33 (1), and as such cannot (without the leave of the court)

purchase her trust estate. There is, however, nothing to prevent her from acquiring for value the interest of her sister in the proceeds of sale and in the rents and profits pending sale, provided, she gives a fair price for that interest, makes full disclosure of all facts within her knowledge relating to the trust property and the circumstances of the transaction, and the sister is competently and independently advised in respect of the transaction. If, therefore, the sister assigns her interest in equity to the administratrix the latter will (subject to the payment of the debts, etc.) become absolutely entitled in equity and could (and by the same deed as the sister assigns by, if desired) convey the legal estate to herself free from the statutory trust for sale.

Specific Legacies of Stocks and Shares—Costs of Transfer to Beneficiaries.

Q. 2833. A testatrix by her will left a number of investments comprising War Stock and railway and industrial shares specifically to various beneficiaries. These investments have to be specifically transferred to the beneficiaries. Who is to bear the costs and stamp duty incidental to such transfers? The estate? Or each beneficiary his or her own cost of transfer? There is a bequest of residue and there will be a sufficient residue to pay all costs, including costs of the transfers.

A. Although we have not been able to trace any express authority upon the point, the opinion is here given that the costs and stamp duty must be borne by the residue. In a case where a testator bequeathed two leaseholds to one of his executors in trust for certain persons for life and afterwards to others absolutely, and an assignment was made to the trustee by the executors, the Council of The Law Society expressed the opinion that the costs of the assignment should be made part of the costs of the administration of the estate. (See "Opinion of the Council" of The Law Society of 9th June, 1876, para. 1058 of the 1923 Edition of "Law Practice and Usage in the Solicitor's Profession," at p. 281.)

Damage from Stationary Motor Car.

Q. 2834. A leaves his motor car completely obstructing the highway and this causes a nuisance. B sustains damage by negligently driving his motor car against A's motor car. Can B, although guilty of contributory negligence, successfully sue for damages provided he only seeks to recover on the ground of nuisance and not negligence? In other words, is contributory negligence a defence to a claim based only on nuisance and not on negligence?

A. An ordinary motor car is not a nuisance, even when left in the position described. The cause of action for nuisance does not arise out of an isolated act, but must be based on a course of conduct, i.e., there must be an element of continuity. B's claim is therefore essentially one based on negligence, but the consequences of his contributory negligence cannot be avoided by framing the case on nuisance. A has apparently committed an offence under the Highway Act, 1835, s. 72, viz., wilfully obstructing the free passage of a highway, for which he may be fined. The breach of a statutory provision, however, does not confer a right of action for damages upon the injured party. See *Phillips* v. *Britannia Hygienic Laundry Co. Ltd.* (1923), 39 T.L.R. 207.

Non-publication of Name of Company.

Q. 2835. A large retail shop is opened in a main street and the name upon the facia is "John Brown," and the tickets attached to the goods in the shop windows are labelled "John Brown." Manufacturers send their representatives to the shop and orders are obtained for goods. In no case is a written order given by the buyer, but the seller's representative makes out his order form in the name of "John Brown" and the goods are delivered and invoiced to "John Brown." It has now transpired that "John Brown" belongs to a limited company called "X and Company Limited," which is in liquidation, and that there is nothing for the unsecured creditors. The only indication made at any time that the business of "John Brown" was the property of "X and Company Limited" was upon the cheques which some of the creditors received. The cheques bore the name "John Brown" along the top and were signed "For and on behalf of X & Company Limited; A. & B. Directors." There was also a small nameplate just above a letter box on the rolling shutters outside the shop bearing the name "X & Company Limited," but these shutters were of course only pulled down outside business hours, and the nameplate could only be visible then. The shop was not the registered office of the Company. None of the creditors knew at the time the orders were first given for their goods that the business belonged to a limited company. They believe John Brown to be a private individual and gave credit in that belief. Some creditors knew of the nameplate, whilst others did not. Some creditors have never received payment for any goods, and therefore, did not receive any cheques, while others had received cheques from time to time. The name "John Brown" was not registered under Business Names Act. (*a*) Has any, and if so, what offence been committed by any officer of the company? (*b*) Have the creditors or any of them any, and if so what, right of action against any officer of the company?

A. As the small nameplate was only visible outside business hours, the company has failed to "keep painted or affixed its name on the outside of every office or place in which its business is carried on, in a conspicuous position, in letters easily legible," as required by the Companies Act, 1929, s. 93 (1) (*a*). The company and every officer in default will, therefore, be liable to a fine of £5 under s. 93 (2). There appear to be no facts upon which any officer of the company can be held personally liable, under s. 93 (4), for goods supplied. The Registration of Business Names Act, 1916, only refers to persons or firms, and therefore, "X & Co. Ltd.," is not affected by that Act. In answer to the specific questions: (*a*) Although an offence has been committed by the company, only the officer in default is liable to a fine—the company of course being itself liable to a fine in addition. (*b*) No creditor appears to have any right of action against an officer of the company, as the cheques did bear the name of "John Brown" as well as that of "X & Co. Ltd."

Method of Obviating the Difficulty that Two cannot give an Acknowledgment in respect of Documents to the One of Them.

Q. 2836. The two executors of a will dated 1929 and proved in 1931 vested by simple assent in one of them, to whom they devised certain freeholds of the testator. The executor-devisee has now contracted to sell some of these freeholds, and in view of your answer to *Q.* 2768 it appears that he cannot give an acknowledgment for production and undertaking for safe custody for the probate of the testator's will to the various purchasers. What is the correct course to pursue? It appears impracticable to make the other executor a party to each separate conveyance. Must each purchaser from the executor-devisee be given an acknowledgment from both the executors?

A. We think that it would be best for each purchaser to have a separate acknowledgment (under hand), but we suggest that the difficulty might be got over if the executors entered into a covenant "with all persons, not being lessees at a rent, having or claiming any estate, interest, or right through or under the executor-devisee or otherwise becoming through or under him interested in or affected by the terms of the probate," to be under the same obligations to them as if they could have, and had, given the executor-devisee an acknowledgment in respect of the probate. This covenant would be abstracted in connection with each sale, and each purchaser would be given an acknowledgment and undertaking in respect of it, except the last purchaser to whom it would be delivered.

Reviews.

The Investigation of Title to and the Completion of Purchases and Mortgages of Life and Reversionary Interests in Personalty and Trust Funds and Policies of Life Assurance. Second Edition. 1933. By ANDREW HENRY WITHERS, of Lincoln's Inn, Barrister-at-Law, assisted by WALTER SOMERVILLE WIGGLESWORTH, of the Inner Temple, Barrister-at-Law. Medium 8vo. pp. lxxviii and (with Appendix and Index) 533. London: Butterworth & Co. (Publishers), Ltd. 45s. net.

It may be said, at the outset, that this book is a monument of industry and a mine of information. Few works written in recent years can compare with it. The learned author describes it in his preface as a "farrago," which on referring to a dictionary we find means "a confused mass." That does not fittingly apply, for although the mass is there we see no sign of confusion. The reader will not, however, find here any of the stately periods of Jarman or the leisurely prose of Lewin. It is in fact a "scrap book" or, as Mr. Withers says, a "commonplace book," in which he has collected and arranged with infinite care and patience notes upon the subject with which it is concerned and often extending far beyond the scope which the title indicates. Mr. Withers is nothing if not thorough. He is careful to explain in his preface that the book has been "divided up" into seven parts, but adds that "this has only been done to explain the arrangement of the chapters." Whatever that means exactly the result of the arrangement is eminently useful and convenient. It is only necessary to look at the headings to the chapters to see how thoroughly the subject has been covered and how admirable the arrangement is. It is, of course, not possible, in a short review, to do more than cursorily refer to the way in which Mr. Withers has treated his subject. The learned author has done his work if anything too well, for the impression left in our mind after having, during the vacation, conscientiously read the book from cover to cover, is that we wonder why anyone should ever be willing to purchase or lend money upon a mortgage of a reversionary interest, so multiform are the difficulties, so manifold the dangers to be encountered in such an enterprise. The learned author, for instance, startles us in an early part of his book by reminding us (quite rightly, of course) that "an interest, whether in possession or reversion in a trust fund of personalty, is a claim which has to be *asserted*" [the italics are his] "against the trustees"—and as though he were determined to deter us all from having anything to do with such interests, he writes a little further on: "The most important feature of titles to equitable interests in personal estate is that the purchaser of such interests takes subject to all sorts of deductions, equities and incumbrances of which he may have no notice." That being so, how is it that such interests are so eagerly sought after and so readily purchased or accepted as security, not only by companies, but by private individuals? We cannot answer that question, although it may be that the gambling instinct so strong in most of us has something to do with it. All that the writer of this review can say is that after reading this remarkable book nothing will ever induce him to lend money upon the security of a reversionary interest, even if he should ever have any money to lend—which is extremely improbable. Part VI of the volume, which deals with "Requisitions and Evidence," is especially valuable to the practitioner and contains in a concise form a summary of what ought to be done to make (so far as that is possible) for the safety and protection of a purchaser or mortgagee, and taken with Appendix A, which contains an "analysis of legal risks incident to investments in reversionary interests in personalty," is of the greatest practical utility. The learned author has not been content with referring to the decided cases bearing upon his subject, but has also directed attention to articles which have appeared in this and other legal journals which he thinks might be helpful. In fact, Mr. Withers has thought of everything. Whilst offering to the author our congratulations upon this volume, we cannot do so to the publishers. The type of the Table of Cases is too small, the paper is too thick, and altogether too heavy work has been made of it. So far as we have been able to check it, the index appears to be adequate. The list of pertinent conveyancing precedents in Appendix I will, we think, prove of great service. Finally, we recommend this volume to our readers, who will find in it much more learning than might be expected from the title, and many points of law considered and explained which are not so readily accessible elsewhere. What the learned author lacks in style he makes up in matter, which, after all, is the great thing.

The New Jurisprudence. By EDWARD JENKS, D.C.L. (Oxon), 1933. Demy 8vo. pp. xii and (with Index) 290. London: John Murray. 9s. net.

In the past the average practitioner has fought shy of books on jurisprudence. For this, to be sure, he has had some excuse when it is borne in mind that for long John Austin was regarded as its chief exponent, and of him Mr. C. K. Allen has well and truly said that, "there is no legal writer more difficult to read without sensations amounting almost to physical anguish, and the mere word 'jurisprudence' by association with the word 'Austin' produces in many minds an emotion little short of panic." But other times other works treating of jurisprudence in a manner at once scientific and written in a style that wins instead of repelling the reader. To this select class belongs Mr. Jenks's work, which will well repay careful study by all who would know something of the framework of their science. After first dealing with the sphere of jurisprudence and pointing out that it is a human science, the learned author deals with a succession of subjects, most of which may be regarded by the practitioner as directly profitable—the methods of jurisprudence, the sources and forms of law, the legal sanction, the legal person, legal duties and rights, occasions of the law (in this, by the way, there is an extremely valuable discussion of the *Polemis* and the *Palsgraf Cases* on the subject of negligence), and that again is followed by chapters on the machinery and classifications of the law, and thus the whole field is surveyed within a moderate compass. The volume is a welcome addition to legal literature.

The British Year Book of International Law, 1933. Fourteenth year of issue. Royal 8vo. pp. vi and (with Index) 246. London: Humphrey Milford, Oxford University Press. 16s. net.

The editorial committee of the Year Book are proposing to devote more space to private international law than hitherto, and this volume accordingly gives prominence to a department ever growing in importance as the world shrinks.

The "Russian Bank Cases" are discussed on a commonsense basis by Mr. B. A. Wortley, of the London School of Economics, who reminds us that "a legal theory of corporate personality is only a means to an end . . . It should not stand in the way of substantial justice." He is right in saying that the doctrine has been abused, and in fearing its application to cases where that application would work unjustly.

Another important subject, still in process of discussion and development, "State immunity from proceedings in foreign courts," is dealt with by Mr. G. G. Fitzmaurice. As he wisely observes, in concluding a well thought out article, "States can never be *effectively* sued against their will."

Public international law is, of course, not neglected in the volume. The discussion of the Rule of Unanimity in the Council and Assembly of the League of Nations, by Mr. Julius Stone, of the Harvard Law School, is of great value. Slowly a practice is working itself out. The decisions of the Council "have been empirically conditioned throughout."

Dr. McNair has a note on the Stimson doctrine of non-recognition. He holds that its value can easily be over-rated, and "there is a danger of its becoming a slogan which will serve as an excuse for thinking that an effective method of preventing breaches of international order has been discovered and that no further action is required beyond a declaration of non-recognition."

Besides the articles, all of which we have not space to notice, the volume under review contains the usual useful "notes," the "decisions, opinions and awards of international tribunals," and the decisions of national tribunals involving points of international law.

The Rent and Mortgage Interest Restrictions Acts, 1920 *to* 1933. By T. J. SOPHIAN, of the Inner Temple and South-Eastern Circuit, Barrister-at-Law. 1933. Royal 8vo. pp. xxi and (with Index) 230. London: Sir Isaac Pitman & Sons, Ltd. 10s. 6d. net.

The author of this book has succeeded in applying the recognised method of dealing with statute law, namely, annotation section by section, to legislation, which seems at first blush unsuitable for such treatment. But sub-titles, copious cross-references and an excellent index serve to achieve the desired object. A feature of Mr. Sophian's work which calls for special mention is the way in which leading cases interpreting the Acts are discussed in his notes. He has the happy knack of being able to state the effect of any authority concisely and clearly and his work will be useful to any advocate who may be called upon to conduct a "Rent Act" case at short notice, and who finds himself confronted with an opponent armed with a large number of sinister-looking volumes of reports.

Unemployment Insurance. By S. P. LOW, B.A. (Oxon), and ST. V. F. COULES, B.A. (Cantab.), Barristers-at-law. 1933. Demy 8vo. pp. xi and (with Index) 123. London: Sir Isaac Pitman & Sons, Limited. 6s. net.

This book should be of great value to students and to all those who are interested in one way or another with unemployment insurance. It is written in an interesting manner, and should be readily understood by those possessing little or no previous knowledge of the subject. The effect of recent legislation upon unemployment insurance has obviously been carefully considered, and the book appears to be thoroughly up to date. It should provide a useful reference work for both the lawyer and the general reader.

500 *Points in Club Law and Procedure.* Ninth Edition. 1933. Foolscap 8vo. pp. (with Index) 168. London: The Working Men's Club and Institute Union, Limited. 2s. 9d., post free.

This is the ninth edition of this useful little book, of which we observe 32,000 copies have been sold. The new edition has been largely re-written to bring it up to date, and it will, no doubt, continue to prove extremely valuable to all those interested in legal matters connected with club administration. The book is conveniently arranged, with a full index.

Palmer's Company Precedents. Part III—Debentures and Debenture Stock. Fourteenth Edition. 1933. By ALFRED F. TOPHAM, LL.M., Bencher of Lincoln's Inn, one of His Majesty's Counsel, and A. M. R. TOPHAM, B.A., of Lincoln's Inn, Barrister-at-Law. Royal 8vo. pp. cx and (with Index) 1026. London: Stevens & Sons, Ltd. £2 10s. net.

With this volume the new edition of "Palmer's Company Precedents" is now complete, and the practitioner may echo the thankfulness which the learned editors doubtless feel. Perhaps this volume has not stood so vitally in need of being brought up to date as the two earlier ones, for the legislation which came into force nearly four years ago did not very extensively alter the law relating to debentures and debenture stock, which are the subject of this volume.

Events of the last few years have given to debentures and debenture stock an importance greater than they used to enjoy, and have also multiplied by many times (or so one would imagine, though statistics are not available) the occasions on which it has been necessary to enforce such securities: hence the supreme utility of this volume. Modification of rights, too, is a common pastime nowadays, and one might have wished for some enlargement of the chapter dealing with this question, in the direction of giving more precedents. This is admittedly a difficult problem, for circumstances are infinite in their variety, but it does seem as if one or two additional forms of supplemental trust deed for giving effect to modifications of rights might prove very useful to the busy lawyer.

The tendency of the present editors is, so far as one can judge, against the advancing of criticisms with regard to, or the suggestive discussion of, new cases. Perhaps we may be wrong in suspecting, from the reference to *Re Matthew Ellis, Ltd.* [1933] 1 Ch. 458, at p. 77, that the editors feel it to be capable of criticism; but be that as it may, a return to the old style in this way would be welcome.

It seems doubtful whether Form 338 represents a happy choice of precedent. It represents an order of the Court of Appeal made in a debenture-holders' action declaring that the B Corporation were preferential creditors for a certain sum, and the order directs that the defendants are to pay the appellants' costs. No doubt the appellants are entitled to this order as to costs, but in many cases it must be valueless; if the plaintiffs opposed the admitting of this claim as a preferential claim there would seem to have been very good ground for asking that the plaintiffs be ordered to pay the appellants' costs, with liberty to them to add them to their security. Indeed, so far as the appellants are concerned, this last qualification seems unnecessary, though no doubt the plaintiffs would ask for its insertion.

Comments of such a kind may occur to one here and there, but the fact remains that "Palmer" is indispensable to the busy practitioner.

The Law of Education. By H. J. SIMMONDS, C.B., C.B.E., of Lincoln's-inn, Barrister-at-Law, formerly Legal Adviser to the Board of Education, and A. W. NICHOLLS, M.A., B.Litt., of Gray's Inn, and the South-Eastern Circuit, Barrister-at-Law. 1933. Royal 8vo. pp. xxv and (with Index) 266. London: Sir Isaac Pitman & Sons, Ltd. 16s. net.

This is a most excellent book and its value is greatly enhanced by the fact that it is not merely a reprint of Acts of Parliament and Statutory Rules and Orders. True, the Appendix gives a complete list of all material Orders and Rules, but the reader is presumed to have before him all necessary statutes so that the whole of the book is taken up with an exposition of the statute law. The style of the work—large readable type—and its distribution into chapters and sub-headings is carried out on a principle that might, with great advantage, be followed in many such text-books.

The volume opens with an introductory chapter tracing the history of education from the legal point of view and dealing with education as a matter of public administration and of trusts, tracing out the developments of the law up to the passing of the Education Act, 1902, which abolished the old school boards and effected a permanent solution of the problems which had accumulated to the older statutes. The subsequent legislation leading up to the more important Education Act of 1918 is passed in review, and so the reader is led up through stages to a full and clear appreciation of the position at which we have now arrived. There are many subsidiary matters arising out of all this legislation, including the legal status of teachers, their superannuation, their position relating to health insurance, pensions, unemployment, and so on, all of which have come under the notice of the

learned authors. Apart from the exposition of the Education Acts as such, the volume before us deals fully with the law in regard to education of defective and abnormal children as provided in the statutes which have culminated in the Children and Young Persons Act, 1933. The Endowed Schools Acts, the Charitable Trusts Act, the Statutes relating to Higher Education, the vexed question of religious instruction, and last, but not least, the matter of finance—all these branches of the law of education are fully and carefully expounded. We have little doubt but that this volume will be found invaluable to members of local education authorities and to all concerned in this branch of public administration, and not least that it will be found of great value to members of both branches of the legal profession concerned in the interpretation of the Education Acts.

The Law of Child Protection. By E. E. Bowerman, M.A., of the Middle Temple, Barrister-at-Law, with a foreword by The Right Honourable Lord Eustace Percy, M.P. 1933. Crown 8vo. pp. xxvi and (with Index) 124. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

Miss Bowerman's book provides a concise explanation of the law relating to the responsibility of parents and other adult personages over children, in their home, at school, at work, at play, and at large, as set out in the various Children's Acts, the last of which—the Children and Young Persons Act, 1933—has come to be known as the "Children's Charter." It provides a very interesting review of the subject and will doubtless be appreciated by readers who desire to have a general acquaintance with this branch of public activity.

Books Received.

High Court of Admiralty Examinations, 1637–1638. By Dorothy O. Shilton and Richard Holworthy. 1932. Royal 8vo. pp. xxxi and (with Index) 330. London: Anglo-American Records Foundation, Inc. Issued to subscribers only. Annual subscription, £2 2s.

Partnership Law. By D. F. de l'Hoste Ranking, M.A., LL.D., Ernest Evan Spicer, F.C.A., and Ernest C. Pegler, F.C.A. Fifth Edition, 1933. By Walter W. Bigg, F.C.A., F.S.A.A. Royal 8vo. pp. xvi and (with Index) 176. London: H. F. L. (Publishers), Ltd. 7s. 6d. net.

Equity in a Nutshell. By Marston Garsia, B.A., of Merton College, Oxford, the Middle Temple, and the South-Eastern Circuit, Barrister-at-Law. Second Edition. 1933. Demy 8vo. pp. x and 96. London: Sweet & Maxwell, Ltd. 4s. net.

Hayes and Jarman's Concise Forms of Wills. Sixteenth Edition. 1933. By Claude Eustace Shebbeare, of the Inner Temple, Barrister-at-Law. Royal 8vo. pp. cxviii and (with Index) 510. London: Sweet & Maxwell, Ltd. £2 2s. net.

Williams and Eastwood on Real Property. 1933. By R. A. Eastwood, LL.D., of Gray's Inn, and of the Northern Circuit, Barrister-at-Law. Royal 8vo. pp. xlii and (with Index) 606. London: Sweet & Maxwell, Ltd. £1 7s. 6d. net.

Boydon's Modern Income Tax and Sur-Tax Practice. By A. L. Boydon, late of the Inland Revenue Department. Introduction by Francis Hole, formerly one of His Majesty's Principal Inspectors of Taxes. 1933. Demy 8vo. pp. (with Index) 708. London: Eyre & Spottiswoode (Publishers), Ltd. 30s. net.

A Concise Treatise on the Law of Capital and Income as between Life-Tenant and Remainderman. By William Henry Gover, LL.B. (Lond.), of Lincoln's Inn, Barrister-at-Law. Third Edition. 1933. London; Sweet and Maxwell, Ltd. 12s. 6d. net.

The Bulwarks of Peace and International Justice. By Heber L. Hart, K.C. LL.D. 1933. Crown 8vo. pp. xxvi and (with Index) 240. London: Methuen & Co., Ltd. 7s. 6d. net.

The Children and Young Persons (Scotland) Act, 1932. By M. G. Cowan, O.B.E., M.A. Foreword by The Hon. Lord Sands. 1933. Demy 8vo. pp. xxii and (with Index) 428. Edinburgh and Glasgow: William Hodge & Co., Ltd. 12s. 6d. net.

The Councillor's Manual. By James C. Brown, M.A. (Glasg.), LL.B. (Edin.), Solicitor. Thirteenth Edition. 1933. Crown 8vo. Edinburgh: W. Green & Son, Ltd. 30s. net.

Rating of Coal Mines. By Harry Barnes, F.S.I., Sir R. A. S. Redmayne, K.C.B., M.Sc., and Wilfrid Fordham, of the Inner Temple, Barrister-at-Law. 1933. Royal 8vo. pp. xvii and (with Index) 207. London: Butterworth & Co. (Publishers), Ltd. 30s. net.

The Law and the Constitution. By W. Ivor Jennings, Reader in English Law in the University of London, of Gray's Inn, Barrister-at-Law. 1933. Crown 8vo. pp. xiv and (with Index) 270. London: University of London Press, Ltd. 6s. 6d. net.

The Law relating to Master and Servant in a Nutshell. By Marston Garsia, B.A., of Merton College, Oxford, the Middle Temple and the South-Eastern Circuit, Barrister-at-Law. Second Edition. 1933. Demy 8vo. pp. v and 50. London: Sweet & Maxwell, Ltd. 3s. 6d. net.

Conduct at the Bar and Some Problems of Advocacy. By J. E. Singleton, K.C. 1933. Demy 8vo. pp. iv and 44. London: Sweet & Maxwell, Ltd. 2s. 6d. net.

A Short Outline of English Legal History. Third Edition. 1933. By Harold Potter, Ph.D., LL.B., Dean of the Faculty of Laws at King's College, London, assisted by O. Hood Phillips, M.A., B.C.L., of Gray's Inn, Barrister-at-Law. Demy 8vo. pp. xxi and (with Index) 297. London: Sweet & Maxwell, Ltd. 10s. 6d. net.

Real Property Law. By G. R. Y. Radcliffe, M.A., of Lincoln's Inn, Barrister-at-Law, Principal of The Law Society's School of Law. 1933. Demy 8vo. pp. xxviii and (with Index) 365. London: Humphrey Milford, Oxford University Press. 15s. net.

Law Clerk's Desk Book. Edited by F. W. Broadgate. Crown 8vo. pp. ix and (with Index) 277. London: Sir Isaac Pitman & Sons, Ltd. 6s. net.

The Verification of Accounts Receivable. By Norman Readman, A.C.A. 1933. Demy 8vo. pp. 34. London: Gee & Co. (Publishers), Ltd. 1s. 6d. net.

Income Tax and Surtax in Relation to Executors, Administrators and Trustees. By J. Alistair Dyson, F.C.A. 1933. London: Gee & Co. (Publishers), Ltd. 1s. net.

How to Present Information. By P. H. Blackwell, F.C.A. 1933. London: Gee & Co. (Publishers), Ltd. 1s. net.

Amalgamations. By A. E. Cutforth, C.B.E., F.C.A. 1933. London: Gee & Co. (Publishers), Ltd. 9d. net.

Capital: Adam Smith: Karl Marx. By P. D. Leake, F.C.A. 1933. London: Gee & Co. (Publishers), Ltd. 6d. net.

Maintenance Claims under Schedule A. By Brian Manning, F.C.A. 1933. London: Gee & Co. (Publishers), Ltd. 1s. net.

Holding Companies' Profit and Loss Accounts. By B. H. Binder, F.C.A. 1933. London: Gee & Co. (Publishers), Ltd. 6d. net.

Planning and Installing Accountancy Systems. By Lawrence W. Robson, F.C.A. 1933. London: Gee & Co. (Publishers), Ltd. 6d. net.

Notes of Cases.

High Court—King's Bench Division.

Cubitt and Terry *v.* Gower.

Acton, J. 4th October, 1933.

AEROPLANE — COLLISION — ON GROUND — ONUS OF PROOF —AIR NAVIGATION ACT, 1920 (10 & 11 Geo. 5, c. 80), s. 9 (1).

In this case—the first "running-down" action brought in respect of a collision between aeroplanes—the plaintiffs, Cyril Ralph Cubitt, a pilot and an officer of the Royal Air Force Reserve, and Sydney Frank Terry, joint owners of a Gipsy Moth aeroplane, claimed for damages caused to their aeroplane when it was on the ground as the result of a collision with a Spartan aeroplane, also on the ground, which belonged to the defendant, Pauline Gower. The defendant also counter-claimed for damage to her aeroplane. On the 9th June, 1932, the parties were members of an air pageant given under the direction of Modern Airways, Ltd., and held at Cardiff Municipal Aerodrome. It was stated in the evidence for the plaintiffs that the defendant's Spartan aeroplane alighted and, having discharged and taken up passengers, when re-starting taxied almost head on into the plaintiffs' Moth aeroplane, which, it was said, was then stationary. The defendant's evidence was that fifteen seconds before she started she saw the Moth aeroplane close to the public enclosure and out of her path, and that in the course of those fifteen seconds Cubitt had taxied his aeroplane round directly into the path which she had been using for the last hour in giving flights to passengers.

ACTON, J., said that in all but one respect the questions in issue were questions of fact similar to those in a running-down action. Counsel for the defendant agreed that the effect of s. 9 (1) of the Air Navigation Act, 1920, was that the burden of proof was on the defendant to show that the damage was caused or contributed to by the negligence of Cubitt. The accounts given by the two parties were in direct conflict. In his Lordship's opinion the evidence was overwhelmingly in favour of the plaintiffs. Even if the plaintiffs' action had been based solely on common law in his (his Lordship's) view the plaintiffs should succeed. But under the provisions of s. 9 (1) of the Air Navigation Act, 1920, the defendant had to prove that the damage was caused or contributed to by Cubitt. That she had failed to do. There would be judgment for the plaintiffs for £222 4s. on the claim, and also on the counter-claim, with costs.

COUNSEL: *T. J. O'Connor*, K.C., and *Thomas Carthew*, for the plaintiffs; *Norman Birkett*, K.C., and *Holroyd Pearce*, for the defendant.

SOLICITORS: *Beaumont & Son*, for *Goulty & Goodfellow*, Manchester; *William Charles Crocker*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Pattendon *v.* Beney.

Horridge, J. 6th October, 1933.

ACCIDENT—DUSTMAN—GAS CYLINDERS COLLECTED— EXPLOSION—DUSTMAN INJURED INTERNALLY—DEATH—NOT SUFFICIENT EVIDENCE TO SHOW THAT HE WAS KILLED BY THE EXPLOSION OF THE CYLINDER—WIDOW'S CLAIM FAILS.

In this action Ada Edith Pattendon claimed, on behalf of herself and her three children, damages from Dr. Charles Beney in respect of the death of her husband, Henry Thomas Pattendon, a dust collector, which she alleged was due to the negligence of the defendant or his agent. The defendant denied liability. On the 23rd August, 1932, Pattendon called at Dr. Beney's house with a man named Wolf to remove the refuse of the house. Mrs. Beney asked them to take away four metal cylinders which were lying on the ground. They put them in a pail which was hanging at the back of the cart. The cylinders in fact contained gas, and while Wolf was collecting the refuse from another house he heard a loud explosion, and found Pattendon sitting at the side of the road looking as though he were in great pain. One of the cylinders was lying in the road with its cap off. Pattendon was taken to hospital, where it was found that he was suffering from internal injuries, and he died next day. It appeared that he had had a severe blow in the stomach from some object. For the defence it was said that neither Dr. nor Mrs. Beney had any knowledge that the cylinders were even potentially dangerous. Great force was necessary to remove the cap of a cylinder. The jury found (1) that there was not sufficient evidence to prove that Pattendon was killed as the result of the explosion of the cylinder, but in their opinion the cause of death was the handling of the cylinder; (2) that, assuming that the cylinder was dangerous in the condition in which it was delivered to the dustman, Dr. Beney did not know, but he ought to have known, that it was dangerous; and (3) that Pattendon was not guilty of contributory negligence. The jury assessed the damages at £600. After hearing legal argument on those findings,

HORRIDGE, J., said that the jury had found that there was insufficient evidence to prove that Pattendon was killed as the result of the explosion. That finding disposed of the action and Dr. Beney was entitled to judgment. In his (his lordship's) opinion there was no danger in handing the cylinders to the dustmen. Assuming, however, that that conclusion was wrong, a further question arose as to Dr. Beney's liability; but following *Bates* v. *Batey and Co., Ltd.* (57 SOL. J. 641); [1913] 3 K.B. 351, the finding of the jury that Dr. Beney ought to have known that the cylinder was dangerous would not render him liable, even if in fact it was dangerous. Judgment was accordingly entered for Dr. Beney, with costs. A stay of execution was granted.

COUNSEL: *J. D. Cassels*, K.C., and *F. G. Paterson*, for the plaintiff; *Croom-Johnson*, K.C., and *H. C. Dickens*, for the defendant.

SOLICITORS: *R. Compton Bishop; Hempsons.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Medlicott *v.* Emery.

We have been asked by Mr. Joseph Nathaniel Emery, of 1, Hare Court, Temple, to state that he was not the defendant mentioned in the case of *Medlicott* v. *Emery*, reported 77 SOL. J. 389.

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Societies.

Bristol University Faculty of Law.

The Lord Chancellor delivered the following inaugural address at the creation of the new Faculty of Law at Bristol University on Friday, 6th October :—

A country's laws and their due observance should be the concern of every citizen. Of law one of the greatest ecclesiastical writers has told us that " all things in heaven and earth do her homage, the very least as feeling her care, and the greatest as not exempted from her power."

Some elementary knowledge of the law, and above all of the duty of obeying it, should be part of the education of every citizen. Amid the shifting sands of politics and the clouds of rival economic theories, the law is a rock upon which a man in troublous times may set his foot and be safe. Its greatest task is to establish justice between man and man and to see that obligations, both private and public, whether between states or individuals, are ascertained and obeyed. One of the oldest codes commends the man who swears unto his neighbour and disappoints him not, though it is to his own hindrance. The life of a lawyer is to a very large extent devoted to securing that end. But we are sometimes apt to forget in our busy professional lives and in our struggle for the success of the moment, what lies behind the daily routine of the lawyer, and the daily decision of the judge. A rather cynical opinion was recently expressed by a distinguished Law Lord that " the current law reports, concerned as they are to an increasing extent with questions of workmen's compensation, de-rating and the hundred and one problems of imperfectly drafted social legislation, would seem to indicate that the scope for the employment of legal scholarship is fast disappearing, and that the equipment now most essential to professional success is an index of the statutes of the past twenty years and a digest of the decisions pronounced upon them by an often bewildered court." It is not possible to deny that there is some truth in this pronouncement. We may accept the rebuke of the poet who refers to :—

" The lawless science of our law,
That codeless myriad of precedent ;
That wilderness of single instances."

But we can remember he was proud to live in :—

" A land of just and old renown,
Where Freedom slowly broadens down
From precedent to precedent."

Indeed it is because there is some truth in the criticism that I welcome and appreciate the value of this new Faculty at Bristol, so that a student may have the inestimable advantage of acquiring a knowledge of the history and science of the law, and that he can see the real meaning and reason for the statutes, decisions and maxims of our legal system. A lawyer equipped with such a knowledge brings a greater power and usefulness to his daily task, and every profession is ultimately judged by its contribution to the well-being of the community. For nearly every statute and for nearly every decision some present reason can be found, and it is only ignorance which prompts those who say " the law is an ass."

Our fathers were not the fools that some unlearned people are apt to consider them. I cannot, however, praise a code which never changes, which seeks to apply the principles and procedure of a thousand years ago to the problems and conditions of to-day. Some principles are eternal, others ephemeral, and law is a progressive science. Statutes and decided cases are meant for the times, and they are only foolish when they remain on after the reasons and the need for them have ceased.

A shrewd political thinker has told us that " law, like life, has its periods of change, and its periods of conversation. It is not a closed system of general rules elevated above time and place." While, therefore, on the practical side, a study and a knowledge of the law as it is, is necessary for a lawyer to get a living, the merely practical lawyer, however able, is not enough. Something more is needed than a photographic memory for leading cases. To seek utility everywhere is by no means the way of free men with a sense of their own duty and dignity.

You will now have an opportunity of encouraging your young men to acquire something more than the technique necessary to conduct a case in the police court, the county court or the Assizes, but with that technique, coupled with a knowledge of the science and history of legal principles, he may become of real use, not only to the individual, but to the State itself. Our law is not perfect—no human law ever will be—but those entrusted with the care of its administration or of assisting its administration should always be thinking how to make it more useful to their fellow citizens. That is a duty incumbent on judges, advocates and teachers. The object of the law being to ascertain the truth and to do justice between man and man, its practice and procedure should endeavour to achieve this end and at the smallest possible cost of time and money.

No one will underrate the value of precedent. The lawyer's regard for precedent has been one of the great stabilising forces in the State. Yet lawyers should not be hide-bound by precedent and averse to every change. They should reflect and consider how best from their experience they can assist in reforming and improving our legal system. We are on the threshold of an epoch of profound legal transformation. Our educational methods have to raise a race of lawyers able to utilise their powers for the highest purpose. Above all, the value of research cannot be over-estimated. Wise men learn from the experience of others. Fools from their own. Many so-called new problems are only old ones in disguise. We must therefore turn out lawyers with a courage to criticise the present and to construct what is necessary for new situations.

Finally, there is one subject to which I would draw your attention to-day. Bristol has for centuries been one of the windows from which England has looked out upon the outside world. Your great merchant adventurers were among the first to open up new routes and establish commercial dealings with other nations. Your sound is gone out into all lands. Probably no greater change in our relationship with people overseas has at any period been witnessed than that which has taken place within the last twenty years. The British Empire of 1933 is no longer the same as the British Empire of 1913. Acts of Parliament and engagements with foreign nations have entirely altered the position in which we stand, both with regard to our own colonial fellow-subjects, and the citizens of foreign nations. Of the wisdom of this change this is not the time or place to speak, but the change has come, and upon the necessity of appreciating it and providing for it opinion will not differ. The famous declaration of the Imperial Conference of 1926, and the recent Statute of Westminster have placed our relations with the Dominions upon an entirely different footing. The inauguration of the League of Nations, the Treaties of Locarno and the Pact of Paris have brought us into closer relationship with our foreign rivals and committed us to obligations which Englishmen a generation ago never contemplated. Neither in law or in fact can Great Britain rely upon a glorious isolation any longer. For good or for ill a new path is being pursued. But this is a path with which the young lawyer ought to make himself familiar. Ignorance of international law and international obligations ought to be banished from the lawyer's life.

Among the chief bonds which hold our Empire together are the just administration of just laws, and the performance of our promises made to others, whether at home or abroad. These are the ideals which a faculty of law can stimulate and develop. This is a monument which will endure when our other triumphs have become an empty name. Supreme success in life is not given to all. It may come as the result of duty rather than of desire, but to all of us who are engaged in the practice or teaching of the law, when we draw towards our end, the best and most satisfying of all reflections will be that we have done a good day's work for England.

Bristol Incorporated Law Society.

ANNUAL REPORT.

The sixty-third annual general meeting of the Bristol Incorporated Law Society was held on Monday, 2nd October.

The following is the annual report of the Council, which was presented at the meeting :—

LEGISLATION.—The Council draw attention to the following Acts of Parliament, 23 & 24 Geo. 5 :—Protection of Animals (Cruelty to Dogs) ; Evidence (Foreign, Dominion and Colonial Documents) ; Assurance Companies (Winding up) ; Children and Young Persons ; Foreign Judgments (Reciprocal Enforcement) ; Housing (Financial Provisions) ; Finance ; Solicitors ; Pharmacy and Poisons ; Unemployment Insurance (Expiring Enactments) ; Blind Voters ; Rent and Mortgage Interest Restrictions (Amendment) ; Administration of Justice (Miscellaneous Provisions) ; Summary Jurisdiction (Appeals) ; Service of Process (Justices).

The following Measure has been passed by the National Assembly of the Church of England and received the Royal Assent, 23 Geo. 5 :—Benefices (Purchase of Rights of Patronage).

POOR PERSONS COMMITTEE.—This committee during the past year (April, 1932—March, 1933) dealt with fifty-five applications for legal assistance. Of these thirty-six were granted, sixteen refused and three deferred. The Council again desire to thank those solicitors who have undertaken the conduct of these cases, and ask members who have not

already done so to allow themselves to be placed on the rota, so that the work may be fairly distributed.

Faculty of Law.—The University of Bristol having intimated that they would institute a Faculty of Law if the legal profession would subscribe a sum of £2,000 towards the expenses of the Faculty in its early stages, a joint committee of the Bristol, Somerset, Bath and Gloucester Law Societies was formed to raise this fund. The response of the profession was most gratifying and the amount required was duly raised. The Faculty of Laws has now been formed and will commence teaching in October. The lectures have been so arranged that articled clerks can read for the degree of LL.B. in the University without materially interfering with their office work.

Legal Education—School of Law.—A grant of £600 has again been received this year from The Law Society by the Bristol and District Board of Legal Studies. Courses of lectures have been given as follows: Twelve for Final students, three of these being given by Mr. Malcolm M. Lewis, M.A., LL.B. Cantab., two on conveyancing and one on the law of property; three by Mr. A. M. Wilshere, M.A., LL.B., on common law; three by Mr. W. W. Veale, LL.D. (Lond.) on equity, and three by Mr. H. K. Bain, LL.B. (Lond.), two on private international law and one on wills and intestate succession. Six courses have been given for Intermediate students on the subject-matter of "Stephen's Commentaries," three being given by Mr. Lewis and three by Mr. Veale. The total number of students attending these lectures was fifty-one. Six attended from Bath, three from Bridgwater, one from Cheltenham, two from Frome, one from Gloucester, one from Melksham, one from Newnham, one from Stroud, three from Taunton, one from Trowbridge, one from Westbury, five from Weston-super-Mare, two from Wincanton, and two University students. The remaining twenty-one were local students.

During the year thirteen articled clerks passed the examinations of The Law Society, of whom eight passed the Final Examination, one the Intermediate Legal Portion, and four the Trust Accounts and Book-keeping Portion.

A prize in books to the value of £6 6s. has been granted to Mr. J. H. A. Crundell, articled to Mr. Josiah Green, who obtained a Second Class at the Honours Examination held in June last.

Accident Cases in Hospital.—A great deal of trouble and unhealthy litigation has arisen of late in consequence of representatives of so-called legal aid societies and other similar associations calling upon injured people in hospitals and obtaining retainers to act in making claims. The hospitals in various parts of the country have protested against this objectionable practice and the hospitals in Bristol have taken steps to prevent it and, with the approval of The Law Society and this Council, have made arrangements by which any injured person may, if they so desire, obtain reliable assistance from solicitors practising in Bristol.

President of The Law Society.—The Council have much pleasure in recording the fact that one of its members, Dr. C. E. Barry, who was elected President of The Law Society in 1932, served a most successful term of office for the year ending July last, thereby earning the thanks and goodwill of the profession. This is the first occasion upon which a Bristol solicitor has received the honour of becoming President of The Law Society, and it was marked by the University of Bristol conferring upon Dr. Barry the honorary degree of Doctor of Laws.

The Council regret to have to report the deaths of Mr. E. A. Harley, who was a member of the Council from 1881–1893 and from 1897–1930 and President for the year 1888–89; Mr. William Roberts, a member of the Council 1899–1910 and President for the year 1904–05; Mr. A. W. Taylor, a member of the Council 1920–1931 and President for the year 1925–26, and Mr. Edward Gerrish, a member of the Council 1906–1909.

The Council beg to acknowledge with thanks the presentation of the following books to the Library: "The Law Society Handbook, 1933," by the Council of The Law Society; "The Letters of Sir Walter Scott, 1787 to 1817" (4 vols.), by H. J. C. Grierson, M.A., LL.D., D.Litt. (Anonymous).

The members of the Council retiring by rotation are Mr. E. J. G. Higham, Mr. H. L. Leonard and Mr. F. J. Press. The Council nominate Mr. F. J. Press for re-election in exercise of their power under the 4th Article of Association.

Hampshire Incorporated Law Society.

Ford Law Scholarships.

The Trustees of the Ford Law Scholarship Fund for Hampshire (a fund amounting to £500, bequeathed by the late Charles Ford of the Outer Temple, Strand, the income of which to be applied by the Trustees for an award to the articled clerk who, having been articled in Hampshire, should, in the opinion of the Trustees, on the result of the Solicitors' Final Examinations in one year be considered the most worthy of the clerks who have been so articled in Hampshire) have this year decided to augment the award, owing to the fact that there were two articled clerks who obtained first-class honours during the twelve months ending June, 1933.

The Trustees have accordingly awarded the equivalent of one year's income to each of the following:—Mr. Benjamin Berkoff, who was articled to Mr. R. N. Sherwell, of the firm of Messrs. Hobson, Sherwell & Wells, solicitors, Portsmouth, and Mr. Ronald Scott Lawrence Bowker, who was articled to Mr. J. H. T. Wharton, of the firm of Messrs. Moberly and Wharton, of Southampton.

Mr. Berkoff was also awarded the Clement's Inn Prize by The Law Society in November, 1932, and Mr. Bowker the New Inn Prize in June, 1933.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall on Tuesday, 3rd October (Chairman, Mr. A. L. Ungoed-Thomas), the subject for debate was: "That this House is in favour of a 'Roosevelt Plan' for Great Britain." Mr. W. Fancourt Bell opened in the affirmative. Mr. P. W. Iliff opened in the negative. The following also spoke: Messrs. P. H. North Lewis, C. E. Lloyd, G. A. Thesiger, R. S. W. Pollard, W. M. Pleadwell, Miss H. M. Cross, Messrs. L. J. Frost, H. Peck, M. Foulis and A. L. Ungoed-Thomas. The opener having replied, the motion was lost by one vote. There were eleven members and four visitors present.

At a meeting of the Society held at the Law Society's Court Hall, on Tuesday, 10th October (Chairman, Mr. P. W. Iliff), the subject for debate was: "That the case of *Cutler* v. *United Dairies (London) Limited* [1933] 2 K.B. 297 was wrongly decided." Mr. J. A. Brightman opened in the affirmative, Mr. E. L. Hayes opened in the negative; Mr. H. Peck seconded in the affirmative, Mr. H. Lightman seconded in the negative. The following members also spoke: Messrs. R. Langley Mitchell, L. J. Frost, D. H. McMullen, Miss H. M. Cross, Mr. J. R. Campbell Carter and Mrs. Helen S. Evans. The opener having replied, and the chairman having summed up, the motion was lost by seven votes. There were fifteen members and two visitors present.

The London School of Economics and Political Science.

(University of London.)

PUBLIC LECTURES.

Michaelmas Term, Session 1933–34.

The following Public Lectures will be delivered at the London School of Economics and Political Science during the Michaelmas Term of the session 1933–34:—

"The Age of Counter-Colonisation," a lecture by Dr. M. Bonn, Professor of Economics at the Handelshochschule, Berlin, on Thursday, 19th October, 1933, at 5 p.m.

A public lecture on "The Disintegration of Modern World Economics," will be given at the school by Dr. Moritz Bonn (formerly Professor of Economics at the College of Commerce, Berlin), on Thursday, 19th October, 1933, at 5 p.m. The chair will be taken by Professor L. C. Robbins, B.Sc. (Econ.), M.A. (Professor of Economics in the University of London).

"The London Passenger Transport Problem," three lectures by The Rt. Hon. H. S. Morrison, J.P., M.P., on Wednesdays, 8th, 15th and 22nd November 1933, at 5 p.m. The chair at the first lecture will be taken by E. M. Dence, Esq., LL.D., J.P., Chairman of the London County Council.

"Quelques Applications de la Statistique aux Previsions Economiques (Crises) et aux Previsions Meteorologiques," three lectures in French by Professor Emile Borel, of Paris, on Tuesday, Wednesday and Thursday, 14th, 15th and 16th November, 1933, at 5 p.m. The chair at the first lecture will be taken by His Excellency the French Ambassador. (University Advanced Lectures.)

Admission to these lectures is without fee or ticket.

The Union Society.

The first meeting of the ninety-ninth session of the Society was held at 8.15 p.m. in the Middle Temple Common Room on Wednesday, 4th October. The President (Mr. A. D. Russell-Clarke) was in the chair and there were nineteen members and visitors present. The motion for debate, "That

a general strike against a government that declares war is justifiable" was proposed by Mr. I. L. Lewis and opposed by Mr. H. F. Ryan. There spoke in favour of the motion Mr. Alexander Ross, Mr. Ingram and Mr. Johnson, and against Mr. Walter Stewart, Capt. Ellershaw and Mr. Townshend Rose. The hon. proposer having replied, the house divided, and the motion was lost by the casting vote of the President.

The Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall, on Thursday, the 5th October. Mr. Douglas T. Garrett in the chair, the other directors present were: Mr. Guy H. Cholmeley, Mr. E. B. V. Christian, Mr. H. Ross Giles, Mr. G. D. Hugh-Jones, Mr. Frank S. Pritchard, Mr. J. E. W. Rider, Mr. John Venning, Mr. W. M. Woodhouse and the secretary Mr. E. E. Barron. A sum of £155 was voted in relief of deserving applicants, two new members were elected and other general business was transacted.

The Gray's Inn Debating Society.

The annual ladies' night debate will be held in the Hall of Gray's Inn, by kind permission of the Masters of the Bench, at 8.15 p.m., on Friday, 20th October.

Particulars will be found on the society's notice boards.

The Hardwicke Society.

An ordinary meeting of the society was held in the Middle Temple Common Room, on Friday, 6th October. The president, Mr. Lynn Ungoed-Thomas, took the chair at 8 p.m. In public business Mr. G. F. Wagstaff moved: "That England is degenerate." Mr. T. K. Wigan opposed. There spoke to the motion: Mr. Menzies, the Vice-President, Mr. Wood, Prince Lieven, The Hon. Secretary, Mr. Douglas, Mr. Stogdon, Mr. Swinney and the hon. proposer in reply. On a division the motion was lost by five votes.

The Medico-Legal Society.

An ordinary meeting of the society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 26th October, at 8.30 p.m., when the president, Sir Bernard H. Spilsbury, will deliver his presidential address entitled: "Some Medico-Legal Aspects of Shock."

Members may introduce guests to the meeting on production of the member's private card.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. CHRISTIAN BEDFORD FENWICK be appointed Recorder of Doncaster, to succeed Mr. WILLIAM STEWART, who has been appointed a County Court Judge. Mr. Fenwick was called to the Bar at the Inner Temple in 1911, and is a member of the North-Eastern Circuit.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to approve of the rank and dignity of King's Counsel to His Majesty in Scotland being conferred on Mr. JOHN SWAN MERCER, O.B.E., advocate.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to appoint Mr. EDWYN OSWALD INGLIS, advocate, to be Sheriff-Substitute of Inverness, Elgin, and Nairn at Portree, in place of the late Mr. W. R. Garson.

Mr. CARROL ROMER has been appointed to succeed Sir Leonard Kershaw as King's Coroner and Attorney, Master of the Crown Office, and Registrar of the Court of Criminal Appeal; and Mr. ANTHONY HIGHMORE KING has been appointed to succeed Mr. Romer as Assistant Registrar of the Court of Criminal Appeal.

Mr. Romer was called to the Bar by the Inner Temple in 1911 and was appointed Assistant Registrar of the Court of Criminal Appeal in 1931. Mr. King was called to the Bar in 1913 by the Inner Temple.

Mr. HAROLD SWANN, Deputy Town Clerk and Assistant Solicitor of Hastings, has been appointed Town Clerk of Heston and Isleworth as from 1st January next. Mr. Swann was admitted a solicitor in 1922.

Mr. W. HARRIS, Solicitor to Surrey County Council, has been appointed Solicitor and Clerk to Walton-on-Thames Council.

Mr. FRANCIS JOSEPH O'DOWD, solicitor, of Birkenhead, who has been Assistant Solicitor to Bebington Council for the past two years, has been appointed Assistant Solicitor to Wallasey County Borough. Mr. O'Dowd was admitted a solicitor in 1929.

Wills and Bequests.

Mr. Thomas Clayhills Henderson, solicitor, of Darlington and Dundee, left £141,089, with net personalty £30,800.

Mr. James George Cotton Minchin (otherwise James George Cotton Cotton-Minchin), of Wimbledon, S.W., solicitor, formerly of Lincoln's-inn, W.C., a former Consul-General for Serbia in London, and an author of a number of publications, left £1,642, with net personalty nil.

Mr. John Thomas Parker, solicitor, of Wellingborough, and Coroner for East Northants, left £18,726, with net personalty £15,714.

Mr. Thomas Percival Whately, solicitor, of Enton Green, Godalming, left £31,128, with net personalty £21,803.

Mr. John Wright, solicitor, of Dudley, Worcs, left £12,133, with net personalty £11,603.

Mr. Hugh Summers Munns, solicitor, of Sevenoaks, Kent, left £24,776, with net personalty £21,605. He left real estate upon trusts for his wife for life, and at her death the said property to be sold and the balance of the proceeds of the sale, after certain bequests, he left to Sevenoaks and Holmesdale Hospital and Sevenoaks and District Boy Scouts' Local Association in equal shares.

Mr. James Smith, solicitor, of Appletreehall, Hawick, left personal estate valued at £6,349.

Mr. Patrick Brydone, solicitor, of Tonbridge, left £9,578, with net personalty £8,470.

Mr. John Davies, retired solicitor, of Merthyr Tydfil, left £17,215, with net personalty £16,781.

Mr. Herbert Wyatt Davies, solicitor, of Hampstead Hill-mansions, N.W., and of Throgmorton-street, E.C., left £7,963, with net personalty £7,771. The testator left £450 to his clerk, Sidney George Gostick.

Professional Announcements.

(2s. per line.)

REYNOLDS, MILES, BARNES & DRAKE, of 70 Basinghall-street, E.C.2, announce that Mr. J. W. T. MILES, who has been in practice since 1872, has retired as from 30th September, 1933, and the business will continue to be carried on by Mr. Arthur H. Barnes and Mr. M. H. Drake, B.A. (Camb.), LL.B., his former partners. The name of the firm will remain unchanged.

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

STAMFORD QUARTER SESSIONS.

The next General Quarter Sessions of the Peace for the Borough of Stamford will be held in the Town Hall, Stamford, on Thursday, 26th October, at 11.30 o'clock in the forenoon.

NOTICE TO CONTRIBUTORS.

The Editor will be pleased to consider for publication contributions and correspondence from any professional source upon matters of legal interest.

All contributions (including correspondence) should be typewritten and on one side of the paper only, and must be accompanied by the name and address of the contributor.

The Editor is unable to accept any responsibility for the safe custody of contributions submitted to him, and copies should therefore be retained. The Editor will, however, endeavour in special circumstances to return unsuitable contributions within a reasonable period, if a request to this effect and a stamped addressed envelope are enclosed with the manuscript.

The copyright of all contributions published shall belong to the proprietors of THE SOLICITORS' JOURNAL, and, in the absence of express agreement to the contrary, this shall include the right of republication in any form the proprietors may desire.

AUTUMN ASSIZES.

The following days and places have been fixed for holding the Autumn Assizes, 1933 :—

Northern Circuit.—Finlay and Atkinson, JJ.—Saturday, 7th October, at Carlisle ; Thursday, 12th October, at Lancaster ; Monday, 16th October, at Liverpool ; Monday, 6th November, at Manchester.

South-Eastern Circuit.—(First Portion.)—Horridge, J.—Tuesday, 10th October, at Cambridge ; Saturday, 14th October, at Norwich ; Friday, 20th October, at Bury St. Edmunds ; Saturday, 28th October, at Chelmsford.

Western Circuit.—(First Portion.)—Du Parcq, J.—Monday, 16th October, at Devizes ; Friday, 20th October, at Dorchester ; Wednesday, 25th October, at Taunton ; Monday, 30th October, at Bodmin ; Saturday, 4th November, at Exeter.

Midland Circuit.—Mr. Commissioner Hume-Williams.—Thursday, 12th October, at Aylesbury ; Monday, 16th October, at Bedford ; Thursday, 19th October, at Northampton ; Tuesday, 24th October, at Leicester ; Tuesday, 31st October, at Lincoln ; Monday 6th November, at Nottingham ; Tuesday, 14th November, at Derby ; Tuesday, 21st November, at Warwick. Talbot, J., and Mr. Commissioner Hume-Williams.—Thursday, 30th November, at Birmingham.

North-Eastern Circuit.—Swift and Humphreys, JJ.—Monday, 30th October, at Newcastle ; Thursday, 9th November, at Durham ; Thursday, 16th November, at York ; Wednesday, 22nd November, at Leeds.

Oxford Circuit.—Talbot, J.—Wednesday, 11th October, at Reading ; Saturday, 14th October, at Oxford ; Wednesday, 18th October, at Worcester ; Saturday, 21st October, at Gloucester ; Friday, 27th October, at Monmouth ; Wednesday, 1st November, at Hereford ; Saturday, 4th November, at Shrewsbury ; Saturday, 11th November, at Stafford.

North Wales and Chester Circuit.—MacKinnon, J.—Wednesday, 18th October, at Caernarvon ; Tuesday, 24th October, at Ruthin ; Saturday, 28th October, at Chester.

HARMSWORTH LAW SCHOLARS.

The following members of the Middle Temple have been elected to Harmsworth Law Scholarships of £200 per annum, tenable for three years : Mr. J. A. Boyd-Carpenter (Stowe School and Balliol College, Oxford), Mr. F. N. Bucher (Edinburgh Academy and Oriel College, Oxford), Mr. E. W. S. Ford (Eton College and New College, Oxford), Mr. F. M. Hardie (Westminster School and Christ Church, Oxford), Mr. G. Hunter (Winchester College and Trinity College, Cambridge), Mr. H. N. Saunders (Harrow School and Pembroke College, Cambridge), Mr. P. H. Sée (Winchester College and New College, Oxford), Mr. A. G. Sharp (Fettes College and Clare College, Cambridge), and Mr. G. L. Williams (Cowbridge Grammar School and St. John's College, Cambridge).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE MAUGHAM. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Oct. 16	Ritchie	Hicks Beach	Hicks Beach	*Blaker
,, 17	Blaker	Andrews	*Blaker	*Jones
,, 18	More	Jones	Jones	*Hicks Beach
,, 19	Hicks Beach	Ritchie	*Hicks Beach	*Blaker
,, 20	Andrews	Blaker	Blaker	Jones
,, 21	Jones	More	Jones	Hicks Beach

DATE.	GROUP I. MR. JUSTICE BENNETT. Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Oct. 16	Jones	*Andrews	More	*Ritchie
,, 17	Hicks Beach	*More	Ritchie	Andrews
,, 18	Blaker	*Ritchie	Andrews	*More
,, 19	Jones	Andrews	More	Ritchie
,, 20	Hicks Beach	*More	Ritchie	*Andrews
,, 21	Blaker	Ritchie	Andrews	More

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 26th October, 1933.

	Div. Months.	Middle Price 11 Oct. 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109¼	3 13 3	3 8 3
Consols 2½%	JAJO	74	3 7 7	—
War Loan 3½% 1952 or after	JD	101½	3 9 0	3 7 10
Funding 4% Loan 1960-90	MN	110¼	3 12 7	3 8 3
Victory 4% Loan Av. life 29 years	MS	109⅛	3 13 1	3 9 6
Conversion 5% Loan 1944-64	MN	117	4 5 6	3 3 0
Conversion 4½% Loan 1940-44	JJ	111¾	4 0 6	2 10 1
Conversion 3½% Loan 1961 or after	AO	100	3 10 0	3 10 0
Conversion 3% Loan 1948-53	MS	98½	3 0 11	3 2 2
Conversion 2½% Loan 1944-49	AO	94	2 13 2	3 0 0
Local Loans 3% Stock 1912 or after	JAJO	86½	3 9 4	—
Bank Stock	AO	349½	3 8 8	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	78	3 10 6	—
India 4½% 1950-55	MN	110½	4 1 5	3 13 3
India 3½% 1931 or after	JAJO	86½	4 0 11	—
India 3% 1948 or after	JAJO	74½	4 0 6	—
Sudan 4½% 1939-73	FA	111	4 1 1	2 6 5
Sudan 4% 1974 Red. in part after 1950	MN	108xd	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100xd	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	111	4 10 1	3 16 9
*Canada 3½% 1930-50	JJ	101	3 9 4	—
*Cape of Good Hope 3½% 1929-49	JJ	101	3 9 4	—
Natal 3% 1929-49	JJ	95	3 3 2	3 8 7
New South Wales 3½% 1930-50	JJ	98	3 11 5	3 13 2
*New South Wales 5% 1945-65	JD	110	4 10 11	3 18 9
*New Zealand 4½% 1948-58	MS	107	4 4 1	3 16 10
*New Zealand 5% 1946	JJ	110	4 10 11	3 18 9
*Queensland 4% 1940-50	AO	102	3 18 5	3 13 5
*South Africa 5% 1945-75	JJ	113	4 8 6	3 12 9
*South Australia 5% 1945-75	JJ	110	4 10 11	3 18 9
*Tasmania 3½% 1920-40	JJ	101	3 9 4	—
Victoria 3½% 1929-49	AO	98	3 11 5	3 13 4
*W. Australia 4% 1942-62	JJ	102	3 18 5	3 14 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	86	3 9 9	—
*Birmingham 4½% 1948-68	AO	112	4 0 4	3 9 3
*Cardiff 5% 1945-65	MS	109	4 11 9	4 0 9
Croydon 3% 1940-60	AO	94	3 3 10	3 7 1
*Hastings 5% 1947-67	AO	113	4 8 6	3 14 4
Hull 3½% 1925-55	FA	99	3 10 8	3 11 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72½	3 9 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	86½	3 9 4	—
Manchester 3% 1941 or after	FA	85	3 10 7	—
Metropolitan Consd. 2½% 1920-49	MJSD	93½	2 13 6	3 0 5
Metropolitan Water Board 3% "A" 1963-2003	AO	87	3 9 0	3 10 1
Do. do. 3% "B" 1934-2003	MS	88	3 8 2	3 9 1
Do. do. 3% "E" 1953-73	JJ	95	3 3 2	3 4 6
*Middlesex C.C. 3½% 1927-47	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	112xd	4 0 4	3 11 0
Nottingham 3% Irredeemable	MN	85xd	3 10 7	—
*Stockton 5% 1946-66	JJ	112	4 9 3	3 16 2
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	103	3 17 8	—
Gt. Western Rly. 5% Rent Charge	FA	119½	4 3 8	—
Gt. Western Rly. 5% Preference	MA	105½	4 14 9	—
‡L. & N.E. Rly. 4% Debenture	JJ	98	4 1 8	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	91⅛	4 7 5	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	100½	3 19 7	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	95	4 4 3	—
Southern Rly. 4% Debenture	JJ	104	3 16 11	—
Southern Rly. 5% Guaranteed	MA	114½	4 7 4	—
Southern Rly. 5% Preference	MA	105½	4 14 9	—

* Not available to Trustees over par.
† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date ; in the case of other Stocks, as at the latest date.
‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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